रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003–05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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सं. 30] नई दिल्ली, जुलाई 21—जुलाई 27, 2013, शनिवार/आषाढ़ 30—श्रावण 5, 1935
No. 30] NEW DELHI, JULY 21—JULY 27, 2013, SATURDAY/ASHADHA 30—SHRAVANA 5, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली 16 जुलाई, 2013

का.आ. 1447 —केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (1987 में यथा संशोधित) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप एतदद्वारा उन्हें अधिसूचित करती है:

1. कार्यालय, पुलिस महानिरीक्षक, छत्तीसगढ़ सेक्टर, केन्द्रीय रिजर्व पुलिस बल, रायपुर (छ.ग.)
2. कार्यालय, उप महानिरीक्षक, (चिकित्सा), संयुक्त अस्पताल, केन्द्रीय रिजर्व पुलिस बल, इलाहाबाद (उ.प्र.)

[सं. 12017/1/2012-हिंदी]
अवधेश कुमार मिश्र, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi the 16th July, 2013

S.O. 1447.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following offices of the Ministry of Home Affairs wherein the percentage of the staff having working knowledge of Hindi has gone above 80%:

1. Office of the Inspector General of Police, Chhatisgarh Sector, CRPF, Raipur (C.G.).
2. Office of the Dy. Inspector General (Medical), Composite Hospital, CRPF, Allahabad (U.P.)

[No. 12017/1/2012-Hindi]
AVADHESH KUMAR MISHRA Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 12 जुलाई, 2013

का.आ. 1448 —केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखंड राज्य सरकार, गृह विभाग, रांची की दिनांक 15 जनवरी, 2013 की अधिसूचना सं. 6/सीबीआई-605/2012-157 द्वारा प्राप्त सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार सम्पूर्ण झारखंड राज्य में निम्नलिखित अपराधों के अन्वेषण के लिए करती है:-

क्रम सं.	मामला सं.	कानून की धारा	पुलिस थाने का नाम
1	2	3	4
1.	06/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406 एवं 420 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना लोअर बाजार
2.	120/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406 एवं 420 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना लोअर बाजार
3.	96/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406, 420 एवं 34 के अधीन	पुलिस थाना जगर्नाथपुर (पुन्दाग)
4.	122/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406 एवं 420 के अधीन	पुलिस थाना लोअर बाजार
5.	91/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 472 के अधीन	पुलिस थाना सदर
6.	95/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 420, 467, 468, 471 एवं 511 के अधीन	पुलिस थाना लोअर बाजार (मेसरा ओ. पी.)
7.	136/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, एवं 420 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना लोअर बाजार
8.	407/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468 एवं 471 के अधीन	पुलिस थाना कोतवाली
9.	101/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 472 के अधीन	पुलिस थाना बरियातु (गोंदा)
10.	428/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, एवं 406 के अधीन	पुलिस थाना पंडरा (ओ. पी.)
11.	93/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 34 के अधीन	पुलिस थाना धुर्वा (टिपुदाना ओ. पी.)
12.	102/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468 एवं 471 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना सदर
13.	122/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406, 420, 467, 468, 471, 472 एवं 34 के अधीन	पुलिस थाना बरियातु
14.	134/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406, 419, 420, 467, 468, एवं 34 के अधीन	पुलिस थाना लालपुर
15.	117/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 409, 420, 467, 468, 471 एवं 511 के अधीन	पुलिस थाना सदर (मेसरा ओ.पी.)
16.	128/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 472 के अधीन	पुलिस थाना सदर
17.	169/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 420, 467, 468, 471 एवं 477ए के अधीन	पुलिस थाना जगर्नाथपुर (पुंदाग)
18.	183/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406 एवं 420, के अधीन	पुलिस थाना लोअर बाजार
19.	188/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471, 506 एवं 34 के अधीन	पुलिस थाना लोअर बाजार
20.	198/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468,469, 471 एवं 472 के अधीन	पुलिस थाना लोअर बाजार

1	2	3	4
21.	151/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 420, 467, 468, 471 एवं 34 के अधीन	पुलिस थाना सदर
22.	205/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी एवं 420 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना लोअर बाजार
23.	297/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 408, 420 एवं 34 के अधीन	पुलिस थाना लोअर बाजार
24.	51/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406 एवं 420 तथा परक्राम्य लिखत अधिनियम, 1881 (1881 का अधिनियम सं. 26) की धारा 138 के अधीन	पुलिस थाना नगड़ी
25.	34/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 34 के अधीन	पुलिस थाना अनगढ़ा
26.	66/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406, 420, 467, 468 एवं 471 के अधीन	पुलिस थाना रातु
27.	70/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120–बी, 406, 420, 467, 468, 471 एवं 34 के अधीन	पुलिस थाना ओरमाँझी
28.	108/12	भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 406, 419, 420, 467, 468, एवं 471 तथा अनुसूचित जाति एवं जनजाति (अत्याचार निवारण) अधिनियम, 1989 की धारा 3 (i) (v) (x)के अधीन	पुलिस थाना नामकुम

संजीवनी बिल्डकॉन प्राइवेट लिमिटेड, जीईएल चर्च कॉम्प्लैक्स, राँची एवं अन्य के विरूद्ध एवं उपरोक्त अपराधों के संबंध में या उनसे सम्बद्ध अपराधों में किए गए प्रयासों, दुष्प्रेरणाओं तथा षडयंत्रों या उन्हीं तथ्यों से उत्पन्न कोई अन्य अपराध या अपराधों में।

[सं॰ 228/53/2012–एवीडी–II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of personnel and Training)

New Delhi, the 12th July, 2013

S.O. 1448.—In exercise of the powers conferred by sub-section(1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Jharkhand, Home Department, Ranchi vide Notification No.-6/C.B.I.605/2012-157 dated 15th January, 2013, hereby extends the powers and jurisdication of the members of the Delhi Special Police Establishment to the whole of the State of Jharkhand for investigation of offences viz :—

Sl. No.	Case No.	Section Laws	Name of Police Station
1	2	3	4
1.	06/12	Under sections 120-B, 406 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Lower Bazar.
2.	120/12	under sections 120-B, 406 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Lower Bazar.
3.	96/12	under sections 406, 420 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Jagarnathpur (Pundag)
4.	122/12	under sections 120-B, 406 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Lower Bazar
5.	91/12	under sections 120-B, 406, 420 467, 468, 471 and 472 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Sadar.
6.	95/12	under sections 120-B, 420, 467, 468, 471 and 511 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Sadar. (Mesra O.P.)

1	2	3	4
7.	136/12	under sections 120-B and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Lower Bazar.
8.	407/12	under sections 120-B, 406, 420, 467, 468, 471 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Kotwali
9.	101/12	under sections 120-B, 406, 420, 467, 468, 471 and 472 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Bariatu. (Gonda)
10.	428/12	under sections 120-B, and 406 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Pandra (O.P.)
11.	93/12	under sections 120-B, 406 , 420, 467, 468, 471 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Dhurwa (Tipudana O.P.)
12.	102/12	under sections 120-B, 406 , 420, 467, 468 and 471 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Sadar
13.	122/12	under sections 406 , 420, 467, 468, 471, 472 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Bariatu
14.	134/12	under sections 406 ,419, 420, 467, 468, and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Lalpur
15.	117/12	under sections 120-B, 406 , 409, 420, 467, 468, 471 and 511 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Sadar (Mesra O.P.)
16.	128/12	under sections 120-B, 406 , 420, 467, 468, 471 and 472 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Sadar
17.	169/12	under sections 120-B, 420, 467, 468, 471 and 477-A of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Jagarnathpur (Pundag)
18.	183/12	under sections 406 and 420 of the Indian Penal Coade, 1860 (Act No. 45 of 1860)	Police Station Lower Bazar
19.	188/12	under sections 120-B, 406 , 420, 467, 468, 471, 506 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Lower Bazar
20.	198/12	under sections 120-B, 406 , 420, 467, 468, 471, and 472 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Lower Bazar
21.	151/12	under sections 420, 467, 468, 471, and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Sadar
22	205/12	under sections 120-B and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Lower Bazar.
23.	297/12	under sections 120-B, 406 , 408, 420 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Lower Bazar
24.	51/12	under sections 406 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 138 of the Negotiable Instruments Act, 1881 (Act No. 26 of 1881)	Police Station Nagri
25.	34/12	under sections 120-B, 406 , 420, 467, 468, 471, and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Angara
26.	66/12	under sections 406 , 420, 467, 468 and 471, of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Ratu
27.	70/12	under sections 120-B and 406 , 420, 467, 468 471 and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860)	Police Station Ormanjhi
28.	108/12	under sections 406 , 419, 420, 467, 468 and 471, of the Indian Penal Code, 1860 (Act No. 45 of 1860) and section 3(i)(v)(x) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989.	Police Station Namkum

against Sanjeevani Buildcon Private Limited, GEL Church Complex, Ranchi and others and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/53/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 12 जुलाई, 2013

का आ 1449 .—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार, गृह (पुलिस) विभाग की अधिसूचना संख्या-1/सी.बी.आई. 80-02-/12-गृ.आ./4673/पटना दिनांक 6 जून 2012 द्वारा प्राप्त सहमति से आरा नवादा थाना कांड सं॰ 139/2012, दिनांक 01.06.2012 में भारतीय दंड संहिता की धारा 302/34/120बी एवं आयुध अधिनियम की धारा 27 के अंतर्गत श्री ब्रहमेश्वर सिंह उर्फ ब्रहमेश्वर मुखिया की हत्या से संबंधित प्रकरण एवं प्रयत्न, द्रष्प्रेरण और षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किये गये अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्य की शक्तियों और अधिकारिता का विस्तार संपूर्ण बिहार राज्य पर करती है।

[सं., 228/38/2012-ए.वी.डी.-II]

राजीव जैन, अवर सचिव

New Delhi, the 12th July, 2013,

S.O. 1449.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Bihar, Home (Police) Department, vide Notification No. 1/CBI/ 80-02/2012 H(P)/4673 dated 06th June 2012, hereby extends powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for investigation of the Case No. 139/2012 dated 1.6.2012 under section 302/34/120-B of the Indian Penal Code and 27 of Arms Act registered at Ara Nawada-PS, Distt-Bhojpur, Bihar related to the murder of Sri Brahmeshwar Singh @ Brahmeshwar Mukhiya, including abetment, attempt and conspiracy in relation to or in connection with the said offences and any other offence/offences committed in the course of the same transaction of arising out of the same facts.

[No. 228/38/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 23 जुलाई, 2013

का आ 1450 .—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार, गृह (एम) विभाग, तिरूवनंतपुरम की दिनांक 12 जून, 2013 की अधिसूचना जी.ओ. (एमएस.) सं. 148/2013/गृह द्वारा प्राप्त सहमति से नेल्लियाम्पथी भूमि घोटाला से संबंधित, पुलिस थाना पडगिरी, जिला पलक्कड़ में पंजीकृत अपराध संख्या 5/12, 6/12, 7/12, 8/12, 9/12 एवं 10/12 (अपराध शाखा के अपराध सं॰ 706/सीआर/ओसीडब्ल्यू-III/2012, 707/ सीआर/ओसीडब्ल्यू-III/2012, 708/सीआर/ओसीडब्ल्यू-III/2012, 709/सीआर/ओसीडब्ल्यू-III/2012, 710/सीआर/ओसीडब्ल्यू-III/2012 एवं 711/सीआर/ओसीडब्ल्यू-III/2012) में तथा उपर्युक्त उल्लिखित अपराधों से संबंधित या उनसे सम्बद्ध अपराधों में किए गए प्रयासों, दुष्प्रेरणाओं और षडयंत्रों तथा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध या अपराधों का पंजीकरण/अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त केरल राज्य के सम्बन्ध में करती है।

[सं., 228/50/2013-ए॰वी॰डी॰-II]

राजीव जैन, अवर सचिव

New Delhi, the 23rd July, 2013,

S.O. 1450.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Kerala, Home (M) Department, Thiruvananthapuram vide Notification G.O. (Ms.) No. 148/2013/Home dated 12th June, 2013 hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Kerala for investigation of Crime Nos. 5/12, 6/12/, 7/12, 8/12, 9/12, 10/12, rgistered at Police State Padagiri, Palakkad District (Crime No. 706/CR/OCW-III/2012, No. 707/CR/OCW-III/2012, No. 708/CR/OCW-III/2012, 709/CR/OCW-III/2012, 710/CR/OCW-III/2012, and 711/CR/OCW-III/2012, of Crime Branch) relating to Nellliyampathy land scam and attempts, abetments and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/50/2013-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 10 जुलाई, 2013

का आ 1451 .—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम 1970/1980 के खंड 9 के उप-खंड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (ङ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार,एतद्द्वारा, सेन्ट्रल बैंक आफ इंडिया के विशेष सहायक श्री गुरबक्श कुमार जोशी (जन्म तिथि 10.07.1958) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा सेन्ट्रल बैंक आफ इंडिया में उनके कर्मचारी के पद पर बने रहने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक नियुक्त करती है।

[फा.सं. 6/19/2012-बी ओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 10th July, 2013,

S.O. 1451.—In exercise of the powers conferred by clause (e) of Sub-section 3 of Section 9 of The Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970/1980 read with Sub-clause (1) & (2) of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provision) Scheme, 1970/1980, the Central Government hereby appoints Shri Gurbax Kumar Joshi (Date of Birth: 10.07.1958), Special Assistant, Central Bank of India as Workment Employee Director on the Board of Directors of Central Bank of India for a period of three years with effect form the date of his notification or until he ceases to be a Workmen Employee of Central Bank of India or until further orders, whichever is the earliest.

[F. No. 6/19/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 17 जुलाई, 2013

का आ 1452 .—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम 1970/1980 के खंड 9 के उप-खंड (1) और (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, सिंडिकेट बैंक के मुख्य प्रबंधक श्री मांजरेकर संजय अनंत (जन्म तिथि 08.01.1960) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा सिंडिकेट बैंक में उनके अधिकारी के पद पर बने रहने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, सिंडिकेट बैंक के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक नियुक्त करती है।

[फा. सं. 6/2/2013-बी.ओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 17th July, 2013,

S.O. 1452.—In exercise of the powers conferred by clause (e) of Sub-section 3 of Section 9 of The Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970/1980 read with Sub-clause (1) & (2) of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provision) Scheme, 1970/1980, the Central Government after consultation with the Reserve Bank of India hereby appoints Shri Manjrekar Sanjay Anant (Date of Birth: 08.01.1960), Chief Manager, Syndicate Bank as Officer Employee Director on the Board of Directors of Syndicate Bank for a period of three years form the date of notification of his appointment or until he ceases to be an officer of the Syndicate Bank, until further orders, whichever is the earliest.

[F. No. 6/2/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 17 जुलाई, 2013

का आ1453 .—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 की धारा 26 की उप-धारा (2क) के साथ पठित धारा 25 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एनद्द्वारा, स्टेट बैंक आफ हैदराबाद की विशेष सहायक श्रीमती एन. लक्ष्मी श्रीनिवास (जन्म तिथि 26.06.1956) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा स्टेट बैंक आफ हैदराबाद के कर्मकार कर्मचारी के रूप में उनके पद पर बने रहने तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक आफ हैदराबाद के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक नियुक्त करती है।

[फा.सं. 6/5/2012-बी ओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 17th July 2013

S.O.1453.—In pursuance of the clause (ca) of Sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Bank) Act, 1959, the Central Government hereby appoints Smt. N. Laxmi Srinivas (Date of Birth: 26.06.1956), Speical Assistant, State Bank of Hyderabad as Workmen Employee Directors on the Board of Directors of State Bank of Hyderabad, for a period of three years with effect from the date of her notification or till she ceases to be a Workmen Employee of the State Bank of Hyderabad, or until further orders, whichever is the earliest.

[F.No. 6/5/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1454 .—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 की धारा 26 की उप-धारा (2क) के साथ पठित धारा 25 की उप-धारा (1) के खण्ड (ग क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, स्टेट बैंक आफ त्रावणकोर के विशेष सहायक श्री पी. वी. प्रसाद (जन्म तिथि: 15.07.1962) को दिनांक 19.07.2013 से या इसके पश्चात उनके द्वारा पद का कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा स्टेट बैंक आफ त्रावणकोर के कर्मकार कर्मचारी के रूप में उनके पद पर बने रहने तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक आफ त्रावणकोर के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक नियुक्त करती है।

[फा. सं. 6/27/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th July, 2013

S.O. 1454.—In pursuance of the clause (ca) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (subsidiary Banks) Act, 1959, the Central Government hereby appoints Shri P.V. Prasad (Date of Birth: 15.07.1962), Special Assistant, State Bank of Travancore as Workmen Employee Director on the Board of Director of State Bank of Travancore, for a period of three years with effect from the date of his taking over the charge of the post on or after 19.07.2013 or till he ceases to be a Workmen Employee of the State Bank of Travancore, or until further orders, whichever is the earliest

[F. No. 6/27/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1455 .—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 21क के साथ पठित धारा 21 की उप-धारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्द्वारा, श्री ए. गोपालकृष्णन (जन्म तिथि: 02.12.1951) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के तिरुवनंतपुरम स्थानीय बोर्ड में सदस्य नामित करती है।

[फा. सं. 3/53/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th July, 2013

S.O. 1455.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with Section 21A of the State Bank of India Act, 1955, (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri A. Gopalakrishnan (DOB: 02.12.1951), as a Member on the Thiruvananthapuram Local Board of State Bank of India, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 3/53/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग)

नई दिल्ली, 15 जुलाई, 2013

का.आ. 1456 .—केन्द्र सरकार एतद्द्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रण के अंतर्गत आने वाले सॉफ्टवेयर टेक्नोलॉजी पार्क्स ऑफ

इंडिया, नामक स्वायत्त संस्था के 01/बी, इंफो टॉवर-1, इंफोसिटी, एयरपोर्ट रोड, इंदरोदा सर्किल के पास, गांधीनगर, गुजरात स्थित केन्द्र, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. 7(2)/2005-हि.अ.]

राजकुमार गोयल, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Electronics and Information Technology)

New Delhi, the 15th July, 2013

S.O. 1456.—In pursuance of Sub-Rule(4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the centre of Software Technology Park of India, an autonomous society under the administrative control of the Department of Electronics & Information Technology, located at 01/B, Info Tower-1, Infocity, Airport Road, near Indroda Circle, Gandhinagar, Gujarat, more than 80% staff whereof have acquired the working knowledge of Hindi.

[No. 7(2)/2005-H.S.]

R. K. GOYAL, Jt. Secy.

नई दिल्ली, 15 जुलाई, 2013

का.आ. 1457 .—केन्द्र सरकार एतद्द्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग के प्रशासनिक नियंत्रण के अंतर्गत आने वाली प्रगत संगणन विकास केन्द्र (सी-डैक) नामक स्वायत्त संस्था के प्लॉट-ई 2/1 ब्लॉक-जीपी, सेक्टर-V, विधाननगर, कोलकाता स्थित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. 7(2)/2005-हि.अ.]

राजकुमार गोयल, संयुक्त सचिव

New Delhi, the 15th July, 2013

S.O. 1457.— In pursuance of Sub-Rule(4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Centre for Development of Advanced Computing (C-DAC), an autonomous society under the administrative control of the Department of Electronics & Information Technology, located at Plot-E2/1, Block-GP, Sector-V, Bidhannagar, Kolkata, more than 80% staff whereof have acquired the working knowledge of Hindi.

[No. 7(2)/2005-H.S.]

R. K. GOYAL, Jt. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 3 जुलाई, 2013

का.आ. 1458 —इस मंत्रालय की दिनांक 19.01.2012, 06.03.2013 तथा 16.02.2013 की अधिसूचना सं॰ क्रमश: 809/2/2011-एफ(सी), 809/3/2011-एफ(सी), 809/4/2011-एफ(सी), 809/5/2011- एफ(सी) तथा 809/8/2011 एफ(सी) के अनुक्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निम्नलिखित व्यक्तियों को उनके नाम के समक्ष विनिर्दिष्ट केंद्रीय फिल्म प्रमाणन बोर्ड के क्षेत्रीय कार्यालयों में तुरंत प्रभाव से दो वर्षों के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सलाहकार पैनल के सदस्यों के रूप में नियुक्त करती है:

क्रम सं॰	सदस्य का नाम	सलाहकार पैनल
1	2	3
1.	श्री रवीन्द्र सिंह यादव	दिल्ली
2.	श्री अश्वनी वर्मा	-वही-
3.	श्री राकेश कुमार सिंह	-वही-
4.	डॉ॰ (श्रीमती) चयनिका उनियाल पांडा	-वही-
5.	श्री जसपाल सिंह ढिल्लों	-वही-
6.	श्री अनिल टेकरीवाल	-वही-
7.	डॉ॰ (श्रीमती) आशा मिश्रा गोद्वामी	-वही-
8.	श्रीमती सुदेश बेनीवाल	-वही-

1	2	3
9.	श्री जगदीप चौधरी	दिल्ली
10.	श्री विक्रम शर्मा डिक्की	–वही–
11.	श्री शमशेर सिंह	–वही–
12.	श्री रवीन्द्र पाल सेठी	–वही–
13.	श्री महेश कुमार गौड़ बोम्मा	हैदराबाद
14.	डॉ॰ ए॰एस॰ रामकृष्ण	–वही–
15.	श्रीमती पूनम रानी वांगखेम (भाटिया)	कोलकाता
16.	श्री चन्द्र शेखर रैकवार	मुंबई
17.	श्री निश्चित जदुराय व्यास	–वही–
18.	डॉ॰ अनिल कुमार टी	बंगलौर

[फा॰ सं॰ 809/3/2011–एफ(सी)]

निरुपमा कोतरू, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 3rd July, 2013

S.O. 1458.—In continuation of Ministry's Notifications No. 809/2/2011-F(C), 809/3/2011-F(C), 809/4/2011-F(C), 809/5/2011-F(C) and 809/8/2011-F(C), dated 19.01.2012, 06.03.2012 and 16.02.2013 respectively and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Advisory panels at the Regional Offices as specified against each member, of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier : —

S.No.	Name of the Member	Advisory Panel
1	2	3
1.	Shri Ravindra Singh Yadav	Delhi
2.	Shri Ashwani Sharma	-do-
3.	Shri Rakesh Kumar Singh	-do-
4.	Dr. (Smt.) Chayanika Uniyal Panda	-do-
5.	Shri Jaspal Singh Dhillon	-do-
6.	Shri Anil Tekriwal	-do-
7.	Dr. (Mrs.) Asha Mishra Godwami	-do-
8.	Smt. Sudesh Baniwal	-do-
9.	Shri Jagdeep Chaudhary	-do-
10.	Shri Vikram Sharma Dickie	-do-
11.	Shri Shamsher Singh	-do-
12.	Shri Ravinder Pal Sethi	-do-
13.	Shri Mahesh Kumar Goud Bomma	Hyderabad
14.	Dr. A.S. Rama Krishna	-do-
15.	Smt. Poonam Raani Wangkhem (Bhatia)	Kolkata
16.	Shri Chandra Shekhar Raikwar	Mumbai
17.	Shri Nishit Jaduray Vyas	-do-
18.	Dr. Anil Kumaar T	Bangalore

[F.No. 809/3/2011-F(C)]

NIRUPAMA KOTRU, Director (Films)

विद्युत मंत्रालय

नई दिल्ली, 9 जुलाई, 2013

का.आ. 1459 —केन्द्रीय सरकार राजभाषा नियम, 1976 के नियम 10 के उप-नियम (4) (संघ के शासकीय प्रयोजनों के प्रयोग के लिए) के अनुसरण में एसजेवीएन लिमिटेड, शिमला, दामोदर घाटी निगम, कोलकाता तथा एनएचपीसी लिमिटेड, फरीदाबाद के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है:

1. एसजेवीएन लिमिटेड,
नैटवाड़-मोरीएवं जाखोल सांकरी जल विद्युत परियोजना,
मोरी, जिला उत्तरकाशी, (उत्तराखंड)-249128

2. एसजेवीएन लिमिटेड,
धौलासिद्ध जल विद्युत परियोजना,
हाऊस नं॰ 113, वार्ड नं॰ 1, कृष्णा नगर,
हमीरपुर-177001 (हिमाचल प्रदेश)

3. तिलैया पनबिजली केंद्र,
दामोदर घाटी निगम,
वरिष्ठ प्रमंडलीय अभियंता (वि) का कार्यालय,
तिलैया डैम, जिला-कोडरमा, झारखंड।

4. एनएचपीसी लिमिटेड,
क्षेत्रीय कार्यालय,
सेक्टर-सी, ईटानगर,
पिन-791111(अरुणाचल प्रदेश)

[सं. 11017/4/2010-हिन्दी]

रीता आचार्य, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 9th July, 2013

S.O.1459.—In pursuance of Sub-Rule(4) of Rule 10 of the Official Language Rules, 1976(use for official purposes of the union) the Central Government hereby notifies that staff of the following offices, under the administrative control of SJVN Ltd., Shimla, Damodar Valley Corporation, Kolkata and NHPC Ltd., Faridabad, have acquired 80% working knowledge of Hindi-

1. SJVN Limited,
Naitwar Mori & Jakhol Sankri Hydro Electric
Project, Mori, District Uttrakashi,
(Uttrakhand)-249128

2. SJVN Limited,
Dhaulasidh Hydro Electric Project,
House No. 113, Ward No. 1 Krishna Nagar,
Hamirpur-177001 (Himachal Pradesh)

3. Tilaiya Hydel Station,
Damodar Valley Corporation,
Office of the Sr. Divisional Engineer (E)
Tilaiya Dam, Distt.-Koderma, Jharkhand.

4. NHPC Limited,
Regional Office,
Sector-'C', Itanagar
Pin-791111 (Arunachal Pradesh)

[No. 11017/4/2010-Hindi]

RITA ACHARYA, Jt Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 6 नवम्बर, 2012

का.आ. 1460 —केन्द्रीय सरकार भारतीय चिकित्सा परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय चिकित्सा परिषद से परामर्श करने के बाद, एतद्द्वारा अर्हता के नाम में बदलाव के कारण उक्त अधिनियम की पहली अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात:

उक्त अनुसूची में-

(क) ''डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा'' के सामने शीर्षक 'मान्यताप्राप्त चिकित्सा अर्हता' [अब के बाद स्तंभ (2) के रूप में संदर्भित] के अंतर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' [अब के बाद स्तंभ (3) के स्प में संदर्भित] के अन्तर्गत निम्नलिखित अन्त: स्थापित किया जाएगा, अर्थात्:-

(2)	(3)
''नेत्र रोग विज्ञान में डिप्लोमा''	डी ओ (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (बाल रोग विज्ञान)	एम डी (बाल रोग विज्ञान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
डॉक्टर ऑफ मेडीसिन (रेडियो निदान/रेडीयोलॉजी)	एम डी (रेडियो निदान/रेडीयोलॉजी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
डॉक्टर ऑफ मेडीसिन (संज्ञाहरण विज्ञान)	एम डी (संज्ञाहरण विज्ञान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
डॉक्टर ऑफ मेडीसिन (फार्माकोलॉजी)	एम डी (फार्माकोलॉजी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
डॉक्टर ऑफ मेडीसिन (माईक्रोबायोलॉजी)	एम डी (माईक्रोबायोलॉजी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
डॉक्टर ऑफ मेडीसिन (जनरल मेडीसिन)	एम डी (जनरल मेडीसिन) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)

(2)	(3)
मास्टर ऑफ सर्जरी (ओटो राईनो लैरिंगोलॉजी)	एम एस (ई एन टी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
लैरिंगोलॉजी एवं ओटोलॉजी में डिप्लोमा	डी एल ओ (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात प्रदान की गई हो।)
चर्म रोग विज्ञान, यौन रोग विज्ञान एवं कुष्ठ रोग में डिप्लोमा	डी डी वी एल (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह चलमेदा आनंदराव आयुर्विज्ञान संस्थान करीमनगर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।
''डॉक्टर ऑफ मेडीसिन (जनरल मेडीसिन)''	एमडी (जनरल मेडीसिन) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह डॉ॰ पिन्नामनेनी सिद्धार्थ आयुर्विज्ञान संस्थान एवं अनुसंधान फाउंडेशन चिन्नाउपल्ली आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (अस्थि रोग विज्ञान)''	एमएस (अस्थि रोग विज्ञान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह डॉ॰ पिन्नामनेनी सिद्धार्थ आयुर्विज्ञान संस्थान एवं अनुसंधान फाउंडेशन चिन्नाउपल्ली आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (जैव रसायन)''	एमडी (जैव रसायन) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह डॉ॰ पिन्नामनेनी सिद्धार्थ आयुर्विज्ञान संस्थान एवं अनुसंधान फाउंडेशन चिन्नाउपल्ली आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (माईक्रोबायोलॉजी)''	एम डी (माईक्रोबायोलॉजी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (संज्ञाहरण विज्ञान)''	एम डी (संज्ञाहरण विज्ञान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)

(2)	(3)
''मास्टर ऑफ सर्जरी (जनरल सर्जरी)''	एम एस (जनरल सर्जरी) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (सामुदायिक मेडीसिन)''	एम डी (सामुदायिक मेडीसिन) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि पी.ई.एस. आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (चर्म रोग विज्ञान, यौन रोग विज्ञान एवं कुष्ठ रोग)''	एम डी (डी वी एल) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (बाल रोग विज्ञान)''	एम डी (बाल रोग विज्ञान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (रेडीयो निदान)''	एम डी (रेडीयो निदान) (यह एक मान्यता प्राप्त चिकित्सा अर्हता होगी यदि यह पी॰ई॰एस॰ आयुर्विज्ञान संस्थान, कुप्पम, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)

सभी के संबंध में नोट : 1. किसी स्नात्कोत्तर पाठ्यक्रम के लिए प्रदत्त ऐसी मान्यता 5 वर्षों की अधिकतम अवधि के लिए होगी, जिसके उपरांत इसका नवीनीकरण करवाना पड़ेगा।

2. उप-खंड-4 में यथापेक्षित मान्यता के समयपूर्वक नवीनीकरण संबंधी अपेक्षा में असफल रहने का अनिवार्यत: परिणाम संबंधित स्नात्कोत्तर पाठ्यक्रम में दाखिला बंद करने के रूप में निकलेगा।

[सं. यू. 12012/71/2012-एमई(पी. II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health and Family Welfare)

New Delhi, the 6th November, 2012

S.O. 1460.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely:—

In the said Schedule—

(a) against "Dr. NTR University of Health Sciences, Vijayawada" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Diploma in Ophthalmology"	DO (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)

(2)	(3)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Radio Diagnosis/Radiology)"	MD (Radio Diagnosis/Radiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Anaesthesia)"	MD (Anaesthesia) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Pharmacology)"	MD (Pharmacology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Master of Surgery (Oto-Rhino-Laryngology)"	MS (ENT) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Diploma in Laryngology & Otology"	DLO (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)
"Diploma in Dermatology, Venreology & Leprosy"	DDVL (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Chalmeda Anandrao Institute of Medical Sciences, Karimnagar, Andhra Pradesh on or after May, 2012.)

(2)	(3)
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Dr. Pinnamaneni Siddhrtha Institute of Medical Sciences & Research Foundation, Chinnaoutpalli, Andhra Pradesh on or after May, 2012.)
"Master of Surgery (Orthopaedics)"	MS (Orthopaedics) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Dr. Pinnamaneni Siddhrtha Institute of Medical Sciences & Research Foundation, Chinnaoutpalli, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Biochemistry)"	MD (Biochemistry) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at Dr. Pinnamaneni Siddhratha Institute of Medical Sciences & Research Foundation, Chinnaoutpalli, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Anaesthesiology)"	MD (Anaesthesiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Dermatology, Venerology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)
"Doctor of Medicine (Radio Diagnosis)"	MD (Radio Diagnosis) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada, in respect of students being trained at P.E.S. Institute of Medical Sciences, Kuppam, Andhra Pradesh on or after May, 2012.)

Note to all: 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/71/2012-ME (P.II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 2 जनवरी, 2013

का.आ. 146। —केन्द्रीय सरकार, भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय चिकित्सा परिषद् से परामर्श करने के बाद एतद्द्वारा उक्त अधिनियम की पहली अनुसूची में निम्नलिखित और संशोधन करती है नामत:—

उक्त अनुसूची में —

(क) ''डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा'' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [इसके आगे कॉलम (2) के रूप में संदर्भित] के अंतर्गत शीर्षक 'पंजीकरण के लिए संपेक्षण' [इसके आगे कॉलम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित अन्त:स्थापित किया जाएगा, अर्थात्:—

(2)	(3)
''डॉक्टर ऑफ मेडीसिन (जनरल मेडीसिन)''	एमडी (जनरल मेडीसिन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (बाल रोग विज्ञान)''	एमडी (बाल रोग विज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''बाल स्वास्थ्य में डिप्लोमा''	डीसीएच (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (माईक्रोबायोलॉजी)''	एमडी (माईक्रोबायोलॉजी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (ओटो राईनो लैरिंगोलोजी)''	एमएस (ई एन टी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (ऑर्थोपेडीक्स)''	एमएस (ऑर्थो.) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)

(2)	(3)
''डीप्लोमा ईन ऑर्थोपेडीक्स''	डी (ऑर्थो) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2011 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (प्रसूति और स्त्री रोग)''	एमएस (ओ बी जी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह कटूरी मेडीकल कॉलेज, गंतूर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (एनेस्थिसिया)''	एमडी (एनेस्थिशिया) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब मेदिसिटी आयुर्विज्ञान संस्थान, घानपुर, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ॰ एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (जनरल सर्जरी)''	एमएस (जनरल सर्जरी) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह एम एन आर मेडीकल कॉलेज एवं अस्पताल, सांगारेडी, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (जनरल मेडीसिन)''	एमडी (जनरल मेडीसिन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह एम एन आर मेडीकल कॉलेज एवं अस्पताल, सांगारेडी, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (त्वचा रोग, यौन रोग, कुष्ठ रोग)''	एमडी (डीवीएल) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह एम एन आर मेडीकल कॉलेज एवं अस्पताल, सांगारेडी, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डिप्लोमा ईन त्वचा रोग, यौन रोग, कुष्ठ रोग''	डीडीवीएल (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह डॉ पीन्नामनेनी सिद्धार्थ इन्स्टीट्यूट ऑफ मेडीकल साईंसेस एवं रिसर्च फाउंडेशन, चिनौत्पाल्ली, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डिप्लोमा ईन ऑर्थोपेडीक्स''	डी. आर्थो (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह महाराजा इन्स्टीट्यूट ऑफ मेडीकल साईंसेस, नेल्लीमरेल्ला, आंध्र प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एन टी आर आयुर्विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा मई, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
	(ख) ''सौराष्ट्र विश्वविद्यालय, राजकोट, गुजरात'' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [इसके आगे कॉलम (2) के रूप में संदर्भित] के अंतर्गत शीर्षक 'पंजीकरण के लिए संपेक्षण' [इसके आगे कॉलम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित अन्त:स्थापित किया जाएगा, अर्थात्:—

(2)	(3)
''डॉक्टर ऑफ मेडीसिन (समुदाय चिकित्सा)''	एमडी (समुदाय चिकित्सा) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह सी यू शाह मेडीकल कॉलेज और अस्पताल, सुरेंद्रनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सौराष्ट्र विश्वविद्यालय, राजकोट, गुजरात द्वारा अप्रैल, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''डॉक्टर ऑफ मेडीसिन (जनरल मेडीसिन)''	एमडी (जनरल मेडीसिन) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह सी यू शाह मेडीकल कॉलेज और अस्पताल, सुरेंद्रनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सौराष्ट्र विश्वविद्यालय, राजकोट, गुजरात द्वारा अप्रैल, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।)
''मास्टर ऑफ सर्जरी (ऑर्थोपेडीक्स)''	एसएस (ऑर्थो॰) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह सी यू शाह मेडीकल कॉलेज और अस्पताल, सुरेंद्रनगर, गुजरात में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में सौराष्ट्र विश्वविद्यालय, राजकोट, गुजरात द्वारा अप्रैल, 2012 में अथवा उसके पश्चात् प्रदान की गई हो।) (ङ) ''गुजरात विश्वविद्यालय, अहमदाबाद, गुजरात'' के सामने 'मान्यताप्राप्त चिकित्सा अर्हता' [इसके आगे कॉलम (2) के रूप में संदर्भित] के अंतर्गत शीर्षक 'पंजीकरण के लिए संपेक्षण' [इसके आगे कॉलम (3) के रूप में संदर्भित] के अन्तर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद निम्नलिखित अन्त:स्थापित किया जाएगा, अर्थात्:—
''डिप्लोमा इन ऑर्थोपेडीक्स''	डी. आर्थो (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी जब यह'' बी जे मेडीकल कॉलेज, अहमदाबाद, में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध'' में ''गुजरात विश्वविद्यालय, अहमदाबाद, गुजरात'' द्वारा अप्रैल/मई, 2012 में प्रदान की गई हो।)

सभी के लिये टिप्पणी : 1. स्नात्कोत्तर पाठ्यक्रम के लिए स्वीकृत मान्यता 5 वर्ष की अधिकतम अवधि के लिए होगी जिसके बाद इसकी पुनरीक्षा की जाएगी।

2. उप-धारा 4 में अपेक्षित अनुसार मान्यता को समय पर नवीकरण नहीं कराने के फलस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रमों में निरपवाद रूप से दाखिला बंद हो जाएगा।

[सं. यू. 12012/85/2012-एमई (पी. II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 2nd January, 2013

S.O. 1461.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely:—

In the said Schedule—

(a) against "Dr. NTR University of Health Sciences, Vijayawada" under the heading 'Recognised Medical Qualification '[hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.

(2)	(3)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Diploma in Child Health"	DCH (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Master of Surgery (Oto-Rhino-Laryngology)"	MS (ENT) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medical College, Guntur, Andhra Pradesh on or after May, 2011.
"Master of Surgery (Obstetrics & Gynaecology)"	MS (OBG) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Medical College, Guntur, Andhra Pradesh on or after May, 2012.
"Doctor of Medicine (Anaesthesia)"	MD (Anaesthesia) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Katuri Medicity Institute of Medical Sciences, Ghanpur, Andhra Pradesh on or after May, 2012.
"Master of Surgery (General Surgery)"	MS (General Surgery) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at M.N.R. Medical College & Hospital, Sangareddy, Andhra Pradesh on or after May, 2012.
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at M.N.R. Medical College & Hospital, Sangareddy, Andhra Pradesh on or after May, 2012.
"Doctor of Medicine (Dermatology, Venerology & Leprosy)"	MD (DVL) (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at M.N.R. Medical College & Hospital, Sangareddy, Andhra Pradesh on or after May, 2012.

(2)	(3)
"Diploma in Dermatology, Venreology & Leprosy"	DDVL (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Dr. Pinnamaneni Siddhartha Institute of Medical Sciences & Research Foundation, Chinnaoutpalli, Andhra Pradesh on or after May, 2012.
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Maharajah Institute of Medical Sciences, Nellimarella, Andhra Pradesh on or after May, 2012.

(b) against "Saurashtra University, Rajkot, Gujarat" under the heading 'Recognised Medical Qualification [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Doctor of Medicine (Community Medicine)"	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Saurashtra University, Rajkot, Gujarat in respect of students being trained at C.U. Shah Medical College & Hospital, Surendranagar, Gujarat on or after April, 2012.
"Doctor of Medicine (General Medicine)"	MD (General Medicine) (This shall be a recognised medical qualification when granted by Saurashtra University, Rajkot, Gujarat in respect of students being trained at C.U. Shah Medical College & Hospital, Surendranagar, Gujarat on or after April, 2012.
"Master of Surgery (Orthopaedics)"	MS (Ortho.) (This shall be a recognised medical qualification when granted by Saurashtra University, Rajkot, Gujarat in respect of students being trained at C.U. Shah Medical College & Hospital, Surendranagar, Gujarat on or after May, 2012.

(c) against "Gujarat University, Ahamedabad, Gujarat" under the heading 'Recognised Medical Qualification [hereinafter referred to as column (2), after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
"Diploma in Orthopaedics"	D. Ortho. (This shall be a recognised medical qualification when granted by Gujarat University, Ahmedabad, Gujarat" in respect of students being trained at B.J. Medical College, Ahmedabad only in April/ May, 2012.

Note to all: 1. The recognition so granted to a Post graduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U. 12012/85/2012-ME (P.II)]
ANITA TRIPATHI, Under Secy.

कृषि मंत्रालय

पशुपालन, डेयरी और मत्स्यपालन विभाग

नई दिल्ली, 17 जुलाई, 2013

का.आ.1462 —केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों हेतु) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, पशुपालन, डेयरी और मत्स्यपालन विभाग के निम्नलिखित अधीनस्थ कार्यालयों में हिंदी का कार्यसाधक ज्ञान रखने वाले अधिकारियों/कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के परिणामस्वरूप उन्हें एतद्द्वारा अधिसूचित करती है:

1. राष्ट्रीय डेरी विकास बोर्ड, नोएडा
2. राष्ट्रीय डेरी विकास बोर्ड, आणंद
3. केंद्रीय भेड़ प्रजनन फार्म, हिसार, हरियाणा

[फां. सं. 3-4/95-हिन्दी]
पी. एस. चक्रवर्ती, उप सचिव

MINISTRY OF AGRICULTURE

(Animal Husbandary, Dairying and Fisheries Department)

New Delhi, the 17th July, 2013

S.O. 1462.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Department of Animal Husbandary, Dairying and Fisheries where the percentage of Hindi knowing staff has gone above 80% :

1. National Dairy Development Board; Noida
2. National Dairy Development Board; Anand
3. Central Sheep Breeding Farm, Hisar, Haryana

[No. 3-4/95-Hindi]

P. S. CHAKARABORTY, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 12 जुलाई, 2013

का आ 1463 —भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्र॰ सं॰	लाइसेंस सं॰	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/अनुभाग): वर्ष
1.	4581773	2013-04-01	मेसर्स श्री नायकी इंडस्ट्रीस, सं. 1-A गांधी सड़क, बी.आर. पुरम, होप कॉलेज, पीलमेडु, कोयम्बत्तूर-641004	स्वच्छ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पम्प	IS 8472: 1998
2.	4583272	2013-04-04	मेसर्स ए के एम जी एलॉयंस प्रायवेट लिमिटेड, एस एफ सं॰ 501/1, तुतरी पालयम, वी. कल्लीपालयम पोस्ट, पल्लडम तालुक, तिरुप्पुर-641664	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिए कॉर्बन, ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम एवं स्लैब	IS 2830: 2012
3.	4583575	2013-04-05	मेसर्स सेल्वास एक्वा 14/50, इंडियन बैंक कॉलोनी, मदुक्करै ब्लॉक, सुन्डक्कामुतुर, कोयम्बत्तूर-641010	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
4.	4585175	2013-04-12	मेसर्स अन्ना अलुमिनियम कंपनी प्रायवेट लिमिटेड, 5/210, सेन्गालीपालयम रोड, तेक्कल्लुर पोस्ट अविनाशि तिरुप्पुर-641654	घरेलू प्रेशर कुकर	IS 2347: 2006

[सं. सी एम डी/13:11]

एम॰ सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 12th July, 2013

S.O.1463.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grants of licence particulars of which are given in the following schedule:—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. (Part/ Sec.) Year
1.	4581773	20130401	M/s. Sree Nayaki Industries No. 1-A, Gandhi Street, B.R. Puram, Hope College, Peelamedu, Coimbatore-641004	Pumps-Regenerative for clear, cold water	IS 8472 : 1998
2.	4583272	20130404	M/s. AKMG Alloys Private Limited Sf No: 501/1, Thuthari Palayam, V. Kallippalayam (P.O.) Palladam (Tk), Tiruppur-641664	Carbon steel cast billet ingots, billets,blooms and slabs for re-rolling into steel for general structural purposes	IS 2830 : 2012
3.	4583575	20130405	M/s. Selvas Aqua Madukarai Block, Sundakkamuthur, Coimbatore-641010	Packaged Drinking Water (other 14/50, Indian Bank Colony, than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	4585175	20130412	M/s. Anna Aluminium Co. (P) Ltd. 5/210, Sengalipalayam Road, Thekkalur (P.O.), Avinashi, Tiruppur-641654	Domestic Pressure Cookers	IS 2347 : 2006

[No. CMD/13:11]

M. SADASIVAM, Scientist 'F' and Head

नई दिल्ली, 12 जुलाई, 2013

का आ 1464 —भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:–

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1	2	3	4	5	6
1.	4601551	10-06-2013	मेसर्स गायत्री मिनरल्स 462, कलीपालयम, पी॰ एन॰ पालयम, वेल्लामडै, कोयम्बत्तूर-641110	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS14543 : 2004
2.	4605963	18-06-2013	मेसर्स श्री मदुरै मीनाक्षी अम्मन स्टील री-रोलिंग मिल प्रायवेट लिमिटेड 213/2, अप्पानायकनपट्टी, सुलूर, कोयम्बत्तूर-641402	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिए कॉर्बन, ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम एवं स्लैब	IS 2830 : 2012
3.	4604052	19-06-2013	मेसर्स गारूडा स्टील्स एस एफ सं॰ 309, कुलतुपालयम पुदुर, देवानामपालयम पोस्ट, पोल्लाची तालुक, कोयम्बत्तूर-642120	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	IS 1786 : 2008
4.	4604658	19-06-2013	मेसर्स अल्फा पम्प टेक्नोलोजिस एस एफ सं॰ 259, वी॰ओ॰सी॰ नगर, वेलान्डीपालयम, कोयम्बत्तूर-641025	कृषि एवं जल आपूर्ति के लिए बिजली के मोनोसेट पम्प्स	IS 9079 : 2002
5.	4606965	27-06-2013	मेसर्स माही इंजीनियरिंग प्रायवेट लिमिटेड-यूनिट 2 282/2, कालापट्टी रोड कोयम्बतूर-641048	खुले कुओं के लिए निम्मजनीय पम्पसेट	IS 14220 : 1994

1	2	3	4	5	6
6.	4607159	27-06-2013	मेसर्स एक्की पम्प्स 67-A-10, अत्तीपालयम रोड, वेन्किटासामी नगर, गणपति, कोयम्बत्तूर-641006	निम्मजनीय पम्पसेट	IS 8034 : 2002
7.	4607260	28-06-2013	मेसर्स एक्की पम्प्स 67-A-10, अत्तीपालयम रोड, वेन्किटासामी नगर, गणपति, कोयम्बत्तूर-641006	निम्मजनीय पम्पसेट के लिए मोटर	IS 9283 : 1995

[सं॰ सी एम डी/13:11]

एम॰ सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th July, 2013

S.O.1464.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1	2	3	4	5	6
1.	4601551	10-06-2013	M/s. Gayathri Minerals, 462, Kalipalayam, P.N. Palayam, Vellamadai, Coimbatore-641110	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
2.	4605963	18-06-2013	M/s. Sri Madurai Meenakshi Amman Steel Re-Rolling Mill India Private Limited , 213/2, Appanaikenpatti, Sulur, Coimbatore-641402	Carbon steel cast billet ingots, Billets, blooms and slabs for rerolling into steel for general sturctural purposes	IS 2830: 2012
3.	4604052	19-06-2013	M/s. Garuda Steels, SF No. 309, Kulathupalayam Pudur, Devanampalayam (P.O.), Pollachi (Tk), Coimbatore-642120	High strength deformed steel bars and wires for concrete reinforcement	IS 1786: 2008
4.	4604658	19-06-2013	M/s. Alpha Pump Technologies, SF No. 259, V.O.C. Nagar, Velandipalayam, Coimbatore-641025	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079: 2002
5.	4606965	27-06-2013	M/s. Mahee Engineering Pvt. Ltd., Unit-II, 282/2, Kalapatty Road, Coimbatore-641048	Openwell Submersible Pumpsets	IS14220: 1994
6.	4607159	27-06-2013	M/s. Ekki Pumps, 67-A-10, Athipalayam Road, Venkitasami Nagar, Ganapathy, Coimbatore-641006	Submersible Pumpsets	IS 8034: 2002
7.	4607260	28-06-2013	M/s. Ekki Pumps 67-A-10, Athipalayam Road, Venkitasami Nagar, Ganapathy, Coimbatore-641006	Motors for Submersible Pumpsets	IS 9283: 1995

[No. CMD/13:11]

M. SADASIVAM, Scientist 'F' and Head

नई दिल्ली, 12 जुलाई, 2013

का.आ. 1465 —भारतीय मानक ब्यूरो (प्रमाणन) विनियम,1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/रद्द किए गए लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1	6424969	मेसर्स डेक्कन पम्पस प्रायवेट लिमिटेड, एस एफ सं 111/1C2, एफ सी आई रोड, सती रोड, गणपति, कोयम्बत्तूर-641006	निम्मजनीय पम्पसेट के लिए मोटर, IS 9283:1995	30-04-2013

[सं. सी एम डी/13:13]

एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th July, 2013

S.O.1465.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L	Name & Address of the Licensee	Article/Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6424969	M/s. Deccan pumps Pvt. Ltd., SF. No. 111/1/C2, FCI Road Sathy Road, Ganapathy, Coimbatore-641 006.	Motors for Submersible Pumpsets, IS 9283:1995	30-04-2013

[No. CMD/13 : 13]

M. SADASIVAM, Scientist 'F' and Head

नई दिल्ली, 12 जुलाई, 2013

का.आ. 1466 —भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/रद्द किए गए लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1	4458168	मेसर्स श्री लक्ष्मी नरसिम्मा एक्वा टेक, 3/166-A, पश्चिम अरसुर, सुलूर ब्लॉक, अरसूर पोस्ट, कोयम्बत्तूर	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा IS 14543:2004	16-05-2013

[सं. सी एम डी/13:13]

एम. सदाशिवम, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 12th July, 2013

S.O. 1466.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No. CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	4458168	M/s. SRI LAKSHMI NARASIMMA AQUA TECH 3/166-A, WEST ARASUR, SULUR BLOCK, ARASUR (P.O.) COIMBATORE-641017	Packaged Drinking Water (other than Packaged Natural Mineral Water), IS 14543: 2004	16-05-2013

[No. CMD/13: 13]

M. SADASIVAM, Scientist 'F' Head

नई दिल्ली, 15 जुलाई, 2013

का.आ. 1467 —भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एदत्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 1470 : 2013 सिलिकोमैंगनीज- विशिष्टि (चौथा पुनरीक्षण)	आई एस 1470:1990 सिलिको मैंगनीज- विशिष्टि (तीसरा पुनरीक्षण)	01.07.2013

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एमटीडी 5/टी-9]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 15th July, 2013

S.O. 1467.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1	2	3	4
1.	IS 1470 : 2013 Silicomanganese— Specification (Fourth revision)	IS 1470 : 1990 Silicomanganese— Specification (third revision)	07-07-2013

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MTD 5/T-9]

P. GHOSH, Scientist 'F' and Head (MTD)

नई दिल्ली, 17 जुलाई, 2013

का.आ.1468 — भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस/आईएसओ 2041 : 2009 यांत्रिक कंपन, शॉक तथा कंडीशन मानिटरिंग-शब्दावली	आईएस 11717 :2000 यांत्रिक कंपन के लिए शब्दावली	तुरन्त
2.	आईएस/आईएसओ 7919-3 : 2009 यांत्रिक कंपन-घूर्णि शाफ्ट की मापन से मशीन कंपन का मूल्यांकन भाग 3 युग्मित औद्योगिक मशीनें	आईएस 14773-3 :2000 अप्रत्यागामी मशीनों का यांत्रिक कंपन-घूर्णि शैफ्टों पर मापन तथा मूल्यांकन के मानदंड : भाग 3 : औद्योगिक युग्मित मशीनें	तुरन्त
3.	आईएस/आईएसओ 7919-4 : 2009 यांत्रिक कंपन-घूर्णि शाफ्ट की मापन से मशीन कंपन का मूल्यांकन भाग 4 द्रव फिल्म बीयरिंगों सहित गैस टरबाइन सेट	आईएस 14773-4 :2000 अप्रत्यागामी मशीनों का यांत्रिक कंपन-घूर्णि शैफ्टों पर मापन तथा मूल्यांकन के मानदंड : भाग 4 गैस टरबाइन सेट	तुरन्त
4.	आईएस/आईएसओ 8568 : 2007 यांत्रिक शॉक-परीक्षण मशीनें-गुणधर्म एवं कार्यकारिता (पहला पुनरीक्षण)	आईएस/आईएसओ 8568 :1989 यांत्रिक शॉक-परीक्षण मशीनें-गुणधर्म एवं कार्यकारिता	तुरन्त
5.	आईएस/आईएसओ 4866 : 2010 यांत्रिक कंपन और शॉक-स्थिर ढांचागत कम्पन-कंपन के मापन तथा ढांचों पर उनके प्रभावों के मूल्याँकन संबंधी मार्गदर्शी सिद्धांत	आईएस 14884 :2000 यांत्रिक कंपन और प्रघात-इमारतों का कंपन-कंपन मापन के दिशानिर्देश तथा इमारतों पर उनके प्रभाव का मूल्यांकन	तुरन्त

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को http://www.standardsbis.in द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ : एम.ई.डी./जी-2 :1]

टी.वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 17th July, 2013

S.O. 1468.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/ISO 2041:2009 Mechanical vibration, shock and condition monitoring—Vocabulary	IS 11717:2000 Vocabulary on vibration and shock (first revision)	With immediate effect
2.	IS/ISO 7919-3:2009 Mechanical vibration—Evaluation of machine vibration by measurements on rotating shafts:Part 3 Coupled Industrial machines	IS 14773-3:2000 Mechanical vibration of non-reciprocating machines—Measurements on rotating shafts and evaluation criteria : Part 3 Coupled Industrial machines	-do-

(1)	(2)	(3)	(4)
3.	IS/ISO 7919-4:2009 Mechanical vibration—Evaluation of machine vibration by measurements on rotating shafts: Part 4 Gas turbine sets with fluid-film bearings	IS 14773-4:2000 Mechanical vibration of non-reciprocating machines—Measurements on rotating shafts and evaluation criteria: Part 4 Gas turbine sets	with immediate effect
4.	IS/ISO 8568:2007 Mechanical shock—Testing machines—Characteristics and performance (First revision)	IS/ISO 8568:1989 Mechanical shock—Testing machines—Characteristics and performance	-do-
5.	IS/ISO 4866:2010 Mechanical vibration and shock—Vibration of fixed structures—Guidelines for the measurement of Vibrations and evaluation of their effects on structures	IS 14884:2000 Mechanical vibration and shock—Vibration of buildings—Guidelines for the measurement of Vibrations and evaluation of their effects on buildings	-do-

Copy of this Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On-line purchase of Indian Standard can be made at: http://www.standardsbis.in.

[Ref. MED/G-2:1]

T. V. SINGH, Scientist 'F' & Head (Mechanical Engineer)

नई दिल्ली, 17 जुलाई, 2013

का.आ. 1469 —भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानक के संशोधन का विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
1.	आई एस 15757 : 2007 अनुसरित फार्मूला–अनुपूरक आहार विशिष्टि	संशोधन संख्या 4 वर्ष 2013	16 अगस्त, 2013

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली–110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चैन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा कोचि में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी–128]

कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 17th July, 2013

S.O. 1469.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and year of Amendment	Date of which the Amendment shall have effect
1.	IS 15757:2007 FOLLOW-UP FORMULA-COMPLEMENTARY FOODS-SPECIFICATION	Amendment No. 4 Year 2013	16 August, 2013

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref. FAD/G-128]

KUMAR ANIL, Scientist 'F' and Head (Food and Agriculture)

नई दिल्ली, 9 जुलाई, 2013

का.आ.1470 —भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं:-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 11721 : 2013/ आई एस ओ 1736 : 2008 शुष्क दुग्ध और शुष्क दुग्ध उत्पाद-वसा का अंश ज्ञात करना-भारात्मक-पद्धति (संदर्भ पद्धति) (दूसरा पुनरीक्षण)	आई एस 11721 : 2005/ आई एस ओ 1736 : 2000 शुष्क दुग्ध और शुष्क दुग्ध उत्पाद-वसा का अंश ज्ञात करना-भारात्मक-पद्धति (संदर्भ पद्धति) (पहला पुनरीक्षण)	31 मई, 2013
2.	आई एस 11762 : 2013/ आई एस ओ 1737 : 2008 वाष्पीकृत दूध और मीठा संघनित दूध-वसा का अंश ज्ञात करना-भारात्मक-पद्धति (संदर्भ पद्धति) (दूसरा पुनरीक्षण)	आई एस 11762 : 2005/ आई एस ओ 1737 : 1999 वाष्पीकृत दूध और मीठा संघनित दूध-वसा का अंश ज्ञात करना-भारात्मक-पद्धति (संदर्भ पद्धति) (पहला पुनरीक्षण)	31 मई, 2013
3.	आई एस 16069 (भाग 2) : 2013/आई एस ओ 21527-2 : 2008 खाद्य एवं पशु आहार सामग्रियों का सूक्ष्म जैवविज्ञान-खमीर एवं फफूँदी की गणना की क्षैतिज पद्धति भाग 2-0.95 से कम या समकक्ष जल गतिविधि वाले उत्पादों में कोलोनी गणना तकनीक	आई एस 14920 : 2001/ आई एस ओ 13681 : 1995 मांस और मांस उत्पादों- मोल्ड काउंट खामीरों और फफूंदियों की परिगणना- कॉलोनी-काउंट तकनीक	31 मई, 2013

इन भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]

कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 9th July, 2013

S.O.1470.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against it:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
1	2	3	4
1.	IS 11721: 2013/ ISO 1736: 2008 Dried milk and dried milk products—Determination of fat content—Gravimetric method (Reference method) (Second Revision)	IS 11721:2005/ ISO 1736: 2000 Dried milk and dried milk products—Determination of fat content—Gravimetric method (Reference method) (First Revision)	31 May, 2013
2.	IS 11762:2013/ ISO 1737: 2008 Evaporated milk and Sweetened condensed milk-Determination of fat content-Gravimetric method (Reference method) (Second Revision)	IS 11762: 2005/ ISO 1737: 1999 Evaporated milk and Sweetened condensed milk-Determination of fat content-Gravimetric method (Reference method) (First Revision)	31 May, 2013
3.	IS 16069 (Part 2): 2013/ ISO 21527-2:2008 Microbiology of food and animal feeding Stuffs-Horizontal method for the enumeration of yeasts and moulds PART 2-Colony count technique in products with water activity less than or equal to 0.95	IS 14920:2001/ ISO 13681: 1995 Meat and meat products-Enumeration of yeasts and moulds-Colony count technique	31 May, 2013

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

KUMAR ANIL, Scientist 'F' and Head (Food and Agri.)

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1471 —भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पत्ता	भारतीय मानक का शीर्षक	भा मा	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
01.	एल-4807470	03.06.2013	मै. राठी स्पन पाइप, वी.पी.ओ. परनाला, बहादुरगढ़-124507, जिला झज्जर (हरियाणा)	पूर्वढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	458	–	–	2003
02.	एल-4807571	03.06.2013	मै. राठी स्पन पाइप, वी.पी.ओ. परनाला, बहादुरगढ़-124507, जिला झज्जर (हरियाणा)	पूर्वढलित कंक्रीट मेनहोल के ढक्कन व फ्रैम	12592	–	–	2002
03.	एल-4806064	06.06.2013	मै. जे.के. ज्वैलर्स, सुनारों वाली गली, मेन बाज़ार, तिगाँव, जिला फरीदाबाद (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	–	–	1999
04.	एल-4806165	06.06.2013	मै. जे.के. ज्वैलर्स, सुनारों वाली गली, मेन बाज़ार, तिगाँव, जिला फरीदाबाद (हरियाणा)	चाँदी एवं चाँदी मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	2112	–	–	2003
05.	एल-4808270	13.06.2013	मै. वर्व एग्रो प्रा. लि., गाँव गोपालपुर गाज़ी, पी.ओ. गुरियानी कोसली, जिला रिवाड़ी-123301 (हरियाणा)	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	–	–	2004

[सं. सीएमडी/ 13 : 11]
बिन्दु कुमार, अनुभाग अधिकारी

New Delhi, the 18th July, 2013

S.O. 1471.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licences No. CM/L-	Grant Date	Name & Address of the Licensee	Title of the standard	IS No.	Part.	Sec.	Year
1	2	3	4	5	6	7	8	9
01.	L-4807470	03-06-2013	M/S Rathee Spun Pipe, V.P.O. Parnala, Bahadurgarh-124507, Distt. Jhajjar (Haryana)	Precast Concrete Pipe (with and without Reinforcement)	458	-	-	2003
02.	L-4807571	03-06-2013	M/s Rathee Spun Pipe, V.P.O. Parnala, Bahadurgarh-124507 Distt. Jhajjar (Haryana)	Precast Concrete Manhole Cover & Frame	12592	-	-	2002

1	2	3	4	5	6	7	8	9
03.	L-4806064	06-06-2013	M/s J.K. Jewellers, Sunaro Wali Gali, Main Bazar, Tigaon, Distt. Faridabad (Haryana)	Gold & Gold Alloys, Jewellery/Artefacts Fineness and Marking	1417	-	-	1999
04.	L-4806165	06-06-2013	M/s J.K. Jewellers, Sunaro Wali Gali, Main Bazar, Tigaon, Distt. Faridabad (Haryana)	Silver & Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112	-	-	2003
05.	L-4808270	13-06-2013	M/s Verve Agro Pvt. Ltd., Village Gopalpur Gazi, P.O. Guriani Kosli, Distt. Rewari-123301 (Haryana)	Packaged Drinking Water (Other Than Packaged Natural Mineral water)	14543	-	-	2004

[No. CMD/13:11]

BINDU KUMAR, Section Officer

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1472 —भारतीय ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानक की स्थापना का विवरण नीचे अनुसूची में दिए गए हैं, वह स्थपित हो गए हैं:

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक की संख्या और वर्ष	भारतीय मानक की संख्या और वर्ष, यदि कोई हो, नए भारतीय मानक द्वारा अधिक्रमित	भारतीय मानक प्रभावी होने की तिथि
1.	आई एस 8707: 2013 – मेनकोज़ेब, तकनीकी – विशिष्टि (पहला पुनरीक्षण)	आई एस 8707:1978	16 अगस्त 2013

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली–110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चैन्नई, मुम्बई, चण्ड़ीगढ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी–128]

कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 18th July, 2013

S.O. 1472.—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established on the date indicted against it :

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standard, if any, superseded by the New Indian Standard	Date on which the Indian Standard shall have effect
1.	IS 8707:2013 Mancozeb, Technical-Specification (First Revision)	IS 8707: 1978	16 Aug. 2013

Copies of the Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch offices: Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

KUMAR ANIL, Scientist 'F' and Head (Food & Agri.)

नई दिल्ली, 18 जुलाई, 2013

का॰आ॰ 1473.—भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधित किया गया/किये गये हैं।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	स्थापित तिथि
1	2	3	4
1	आईएस 15298 (भाग 2) : 2011/आईएसओ 20345:2004 निजी सुरक्षा उपस्कर भाग 2 सुरक्षा फुटवियर (पहला पुनरीक्षण)	संशोधन संख्या नं 1 जून 2012	30 जून 2013
2	आईएस 15298 (भाग 3) :2011/आईएसओ 20346:2004 निजी सुरक्षा उपस्कर भाग 3 संरक्षी फुटवियर (पहला पुनरीक्षण)	संशोधन संख्या नं 1 जून 2012	30 जून 2013
3	आईएस 15298 (भाग 4) :2010/आईएसओ 20347:2004 निजी सुरक्षा उपस्कर भाग 4 व्यवसाय में पहनने के फुटवेयर (पहला पुनरीक्षण)	संशोधन संख्या नं 1 जून 2012	30 जून 2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरों, मानक, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को http://www.standardsbis.in द्वारा इंटरनैट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 19/आईएस 15298 (भाग 2, 3 और 4)]

डा॰ राजीव के झा, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

New Delhi, the 18th July, 2013

S.O. 1473.—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
1.	IS 15298 (Part 2):2011/ISO 20345:2004 Personal Protective equipment Part 2 Safety Footwear (first revision)	Amendment No.1 June 2012	30 June 2013
2.	IS 15298 (Pat 3): 2011/ISO 20346:2004 Personal Protective equipment Part 3 Protective Footwear (first revision)	Amednemnt No. 1 June 2012	30 June 2013
3.	IS 15298 (Pat 4): 2010/ISO 20347:2004 Personal Protective equipment Part 4 (Occupational/ Footwear (first revision)	Amednemnt No. 1 June 2012	30 June 2012

Copy of the Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On line purchase of Indian standard can be made at;http//www.standardsbis.in.

[Ref. CHD 19/IS 15298 (Part 2, 3 and 4]

Dr. RAJIV K. JHAScientist 'F' and Head (CHD)

नई दिल्ली, 19 जुलाई, 2013

का.आ. 1474 —भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं:

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो की संख्या और वर्ष	स्थापित तिथि
1	आईएस/आईएसओ 14065: 2013 ग्रीनहाउस गैस-प्रन्यायन अथवा मान्यता के अन्य रूपों में प्रयोग हेतु ग्रीनहाऊस गैस के वैधीकरण और सत्यापन करने वाले निकायों की अपेक्षाएँ	.	31 अगस्त 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरों, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को http://www.standardsbis.in द्वारा इंटरनैट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 34/आईएस/आईएसओ/ 14065]

डा॰ राजीव के॰ झा, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

New Delhi, the 19th July, 2013

S.O. 1474.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian standards hereby notifies that the Indian Standards, particulars of which are given in the schedule hereto annexed have been established on the date indicted against each :

SCHEDULE

Sl.No.	No. & Year of the Indian Standard Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1.	IS/ISO 14065:2007 Greenhouse Gases-Requirement of greenhouse gas validation and verification bodies for use in accreditation or other forms or recoginition	-	31 August 2011

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvanathapuram. On line purchase of Indian standard can be made at :http://www.standardsbis.in

[Ref. CHD 34/IS/ISO 14065]
Dr. RAJIV K. JHA, Scientist 'F' and Head (CHD)

नई दिल्ली, 22 जुलाई, 2013

का.आ. 1475 — भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आईएस 6938:2005 द्रवचालित दरवाज़ों के लिए रस्सा ड्रम और चेन श्रृंखला हाइस्टों के डिजाइन – रीति संहिता (दूसरा पुनरीक्षण)	संशोधन संख्या 2. जुलाई 2013	31 जुलाई, 2013

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरों, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों :नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरूवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को http://www.standardsbis.in पर इंटरनैट द्वारा खरीदा जा सकता है।

[संदर्भ डब्ल्यू आर डी 12/टी–4]

जे. सी. अरोड़ा, वैज्ञानिक 'एफ' एवं प्रमुख (जल संसाधन विभाग)

New Delhi, the 22nd July, 2013

S.O. 1475. —In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 6938:2005 Design of Rope Drum and Chain Hoists for Hydraulic Gates-Code of Practice (Second Revision)	Amendment No. 2 July 2013	31-07-2013

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvanathapuram. Indian Standard can be purchased from BIS sales portal :http://www.standardsbis.in

[Ref. WRD 12/T-4]

J.C. ARORA, Scientist 'F' and Head (Water Resources Depatt.)

नई दिल्ली, 22 जुलाई, 2013

का.आ. 1476 —भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 4031 (भाग 6) : 1988	संशोधन संख्या 4, जुलाई 2013	31 जुलाई, 2013

इस संशोधन की प्रति भारतीय मानक ब्यूरो मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली 110 002, क्षेत्रीय कार्यालयों:नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा कोची में बिक्री हेतु उपलब्ध है।

[संदर्भ सीईडी/राजपत्र]

सी. आर. राजेन्द्रा, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 22nd July, 2013

S.O. 1476.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule below, has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4031 (Part 6):1988	Amendment No. 4, July 2013	31 July, 2013

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

[Ref. CED/Gazette]

C.R. RAJENDRA, Scientist 'F' & Head (Civil Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 जुलाई, 2013

का.आ. 1477 – केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 2 के खण्ड (क) के अनुसरण में, तारीख 23 जून, 2012 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या 2097 तारीख 12 जून, 2012 में निम्नलिखित रूप से संशोधन करती है, अर्थात्:-

उक्त अधिसूचना की अनुसूची के, स्तम्भ 1 में ''श्रीमती बिजया चौधरी'' के स्थान पर ''अड़िशनल डेप्युटी कमिशनर कामरूप मेट्रोप्लीटन डिस्ट्रिक्ट गुवाहाटी, भूमि अधिग्रहण शाखा'' शब्द रखे जाएंगे।

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[सं. आर-25011/14/2012-ओआर-I]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 19th July, 2013

S.O. 1477.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2097 dated 12th July, 2012, published in the Gazette of India on the 23rd June' 2012, namely:-

In the said notificafation, in the schedule, in column 1, of the words "Smt. Bijaya Choudhary" the words "Additional Deputy Commissioner, Kamrup Metropolitan District, Guwahati, i/c, Land Acquisition Branch" shall be substituted.

This notifiaiton is applicable from the date of issue.

[No. R-25011/14/2012-OR-I]

PAWAN KUMAR, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 28 जून, 2013

का.आ. 1478 –औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमिश्नर, एम.सी.डी., के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 85/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-06-2013 को प्राप्त हुआ था।

[सं॰ एल-42011/67/2010-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 28th June, 2013

S.O. 1478.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2011) of the Central Government Industrial Tribunal-cum-Labour-Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the Commissioner (MCD) and their workman, which was received by the Central Government on 24-06-2013.

[No. L-42011/67/2010-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 85/2011

The General Secretary,

Nagar Nigam Karmchari Sangh,

Delhi Pradesh, P-2/624

Sultanpuri, New Delhi .....Workman

Versus

The Commissioner,

MCD, Town Hall,

Chandni Chowk,

Delhi-110006 .....Management

AWARD

A Chowkidar employed at MC Primary School, Nangloi Village (inner), West Zone, Municipal Corporation of Delhi (in short the Corporation) claimed payment of overtime allowance, since he was made to work beyond normal duty hours. His claim was not conceded to by the Corporation. He approached the Nagar Nigam Karamchari Sangh (Delhi) (in short the union) for redressal of his grievances. Union served notice on the Corporation seeking overtime allowance for duties performed in excess of normal working hours, wages for weekly holidays, gazetted holidays and casual leaves, which notice was not responded to. A dispute was raised before the Conciliation Officer. Since the Corporation contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-42011/67/2010-IR(DU) dated 11-03-2001 with following terms:

> "Whether demand of the Nagar Nigam Karamchari Sangh, Delhi Pradesh, Delhi, for payment of overtime allowance and encashment of leave, weekly holidays and gazetted holidays to Shri Kesho Ram, Chowkidar of MCD Primary School of Nangloi Village, Delhi, since date of appointment is legal and justified? What relief the workman is entitled to.

2. Claim statement was filed by the chowkidar, namely, Shri Kesho Ram, pleading therein that he was working as such at MC Primary School, Nangloi Village (inner), Delhi since 18.11.1988. He has been serving at the aforesaid school without any break. His services were regularised by the Corporation with effect from 01.01.1997. He works round the clock without availing any weekly offs, gazetted holidays or leave of any other kind. He is entitled for overtime wages for duties perfomed beyond normal duty hours, in accordance with the provisions of Minimum Wages Act, 1948. He is also entitled for leaves admissible under the rules. He claims that the Corporation may be called upon to pay him overtime allowances for duties performed more than normal working hours and encashment of weekly off days, gazetted holidays and other holidays admissible to him under the rules.

3. Claim was demurred by the Corporation pleading that no notice of demand was served by the claimant and as such the dispute has not acquired status of an industrial dispute. Generally, duty hours of chowkidars are 10 hours a day. Whenever he performs duties beyond period of 10 hours in a day. Corporation was paying intermittent allowance to the chowkidars @ Rs. 130.00 per month for duty hours less than 12 hours, @ Rs. 180.00 per month if his duty hours are more than 12 hours but less than 16 hours and @ Rs. 190.00 per month if his duty hours are more than 16 hours in a day. Workers' union demanded overtime allowances in lieu of intermittent allowance. Keeping in view demand raised by the workers, a

resolution was passed for payment of overtime allowance in place of intermittent allowance. On the basis of resolution, the Corporation, *vide* its decision dated 15.03.1997 decided to pay overtime allowance to a maximum of 50 hours in a month. Besides overtime allowance, chowkidars are entitled to 15 days casual leave, 3 national holidays and compensatory leaves in lieu of performing work on Sundays and gazetted holidays. Workers' union raised a demand for enhancement of maxima limit of 50 hours overtime allowance, which demand was conceded to and the Corporation enhanced maxima of overtime allowance from 50 hours in a month to 100 hours in a month. As such, a chowkidar gets Rs. 1250.00 per month towards overtime allowance.

4. The Corporation pleads that the claimant is also being paid overtime allowance amounting to Rs. 1250.00 per month, as paid to his counterparts. Since overtime allowance, casual leave, national holidays and compensatory leaves for working on Sundays and gazetted holidays are being accorded to the claimant, no dispute exists for adjudication. The Corporation presents that in view of these facts, claim projected is unfounded. His claim may be dismissed, being devoid of merits.

5. Claimant abandoned the proceedings with effect from 30.01.2012. None responded on his behalf on dates when case was adjourned from time to time and as such the Tribunal was constrained to proceed with the matter under rule 22 of the Industrial Disputes (Central) Rules, 1957, *vide* its order dated 04.01.2013.

6. Ms. Krishna Sharma, Deputy Director (Education) tendered her affidavit as evidence on behalf of the Corporation. Since the claimant had abstained away from the proceedings, opportunity could not be accorded to him to purify contents of affidavit of Ms. Sharma by an ordeal of cross examination.

7. Arguments were heard at the bar. None came forward on behalf of the claimant to advance arguments. Shri Vishwajit Mangla, authorized representative, raised submissions on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

8. In her affidavit dated 08-10-2012, tendered as evidence, Ms. Krishna Sharma unfolds that no notice of demand was served by the claimant on the Corporation. She declares that the dispute is not an industrial dispute and as such, it is not maintainable. At the cost of repetition, it is pointed out that the claimant had not come forward to rebut facts testified by Ms. Krishna Sharma. Therefore, facts unfolded by Ms. Krishan Sharma are to be accepted.

9. Question for consideration would be as to whether the dispute raised by Shri Kesho Ram has acquired status of an industrial dispute. For an answer, definition of the term 'industrial dispute' as enacted under section 2(k) of the Industrial Disputes Act, 1947 (in short the Act) is to be construed. For sake of convenience, definition of the term industrial dispute is extracted thus:

> "Industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person;

10. The definition of "Industrial dispute" referred above, can be divided into four parts, *viz.* (i) factum of dispute, (2) parties to the dispute, *viz.* (a) employers and employers, (b) employer and workmen, or (c) workmen and workmen, (3) subject matter of the dispute, which should be connected with—(i) employment or non employment, or (ii) terms of employment, or (iii) condition of labour of any person, and (4) it should relate to an "industry".

11. The definition of "Industrial dispute" is worded in very wide terms and unless they are narrowed by the meaning given to word "workman" it would seem to include all "employers", all "employmant" and all "workmen", whatever the nature or scope of the employment may be. Therefore, except in the case where there can be a dispute between the employers and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that he phrase "employer and workmen", the plural may include singular on either side or any permutation of singular or plural, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "an industrial dispute" or not, it must first be determined whether the workman concerned or workmen sponsoring his cause satisfy the conditions of clause (s) of section 2 of the Act. There is no dispute on the proposition that the claimant is a workman.

12. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the partis and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique

known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "Industrial dispute" is that it affects the right of the workmen as a class.

13. An industrial dispute comes into existence when the employer and the workman are at variance and the dispute/difference is connected with the employment or non-employment, terms of employment or with conditions of labour. In other words, dispute or difference arises when a demand is made by the workman on the employer and it is rejected by him and vice versa. In Sindhu Resettlement Corporation Ltd. 1968(1) LLJ 834], the Apex Court has held that mere demand, asking the appropriate Government to refer a dispute for adjudication, without being raised by the workmen with their employer, regarding such demand, cannot become an industrial dispute. Hence, an industrial dispute cannot be said to exist until and unless a demand is made by the workman or workmen on the employer and it has been rejected by him. In Fedders Lloyd Corporation Pvt. Ltd. (1970 Lab. I.C. 421), High Court of Delhi went a step ahead and held that "....demand by the workman must be raised first on the management and rejected by it, before an industrial dispute can be said to arise and exist and that the making of such a demand to the Conciliation Officer and its communication by him to the management, who rejected the demand, is not sufficient to constitute an industrial dispute."

14. The above decision was followed by Orissa High Court in Orissa Industries Pvt. Ltd. (1976 Lab. I.C. 285) and Himachal Pradesh High Court in Village Paper Pvt. Ltd. (1993 Lab. I.C. 99). However, the Apex Court in Bombay Union of Journalists [1961 (2) LLJ 436] had ruled that an industrial dispute must be in existence or apprehended on the date of reference. If, therefore, a demand has been made by the workman and it has been rejected by the employer before the date of reference, whether direct or through the Conciliation Officer, it would constitute an industrial dispute. In Shambhunath Goyal [1978(1) LLJ 484], the Apex Court appreciated facts that the workman had not made a formal demand for his reinstatement in service. However, he had contested his dismissal before the Enquiry Officer and claimed reinstatement. Against the findings of the Enquiry Officer, he preferred an appeal to the Appellate Authority, claiming reinstatement on the ground that this dismissal was bad in law. Then again, he claimed reinstatement before the Conciliation Officer in the course of conciliation proceedings, which was contested by the employer. Appreciating all these facts, the Apex court inferred that there was impeccable evidence that the workman had persistently demanded reinstatement, rejection of which brought an industrial dispute into existence.

15. In New Delhi Tailor Mazdoor Union [1979(39) FLT 195], High Court of Delhi noted that Shambunath Goyal had not overruled Sindhu Resettlement Pvt. Ltd. But it had distinguished it on facts. It was also pointed out that decision of three Judges bench in Sindhu Resettlement Pvt. Ltd. could not have been overruled by two Judge bench in Shambunath Goyal. The High Court concluded that decision in Sindhu Resettlement Pvt. Ltd., in case of any conflict between the two decisions, must prevail. The High Court held that making of the demand by the workman on the management was sine qua non for giving rise to an industrial dispute.

16. The High Court of Madras in Management of Needle Industries [1986(1) LLJ 405] has held that dispute of difference between management and the workman, automatically arises when the workman is dismissed from service. His dismissal per se creates a dispute of difference between the management and the workman. The Court further observed that "it is nowhere stipulated in the Act, particular in section 2(k), that existence of the dispute as such is not enough but then there should be a demand by the workman on the management to give rise to an industrial dispute". However, this decision appears to be inconsistent with the ratio of decision in Bombay Union of Journalists (supra) and Sindhu Resettlement (supra). No dobut, for existence of an industrial dispute, there should be a demand by the workman and refusal to grant it by the management. However, a demand should be raised, cannot be a legal notion of fixity and rigidity. Grievances of the workman and demand for its redressal must be communicated to the management. Means and mechanism of the communication adopted are not matters of msuch significance, so long as demand is that of the workman and it reaches the management. Reference can be made to the precedent in Ram Krishna Mills Coimbatore Ltd. [1984(2) LLJ 259].

17. The Act nowhere contemplates that the industrial dispute can come into existence in any particular, specific or prescribed manner nor there is any particular or prescribed manner in which refusal should be communicated. For an industrial dispute to come into existence, written claim is not sine qua non. To read into the definition, requirement of written demand for bringing an industrial dispute into existence would tantamount to rewriting the section, announced the Apex Court in Shambunath Goyal (supra). In other words, oral demand and its rejection will as much bring into existence an industrial dispute, as written one. If facts and circumstances of the case show that the workman had been making a demand, which the management had been refusing to grant, it can be said that there was an industrial dispute between the parties.

18. When facts are taken into consideration, it is evident that Ms. Krishna Sharma deposes that no demand

notice was served by the claimant on the Corporation. Copy of notice dated 01.12.2008 is on the file, which is purportedly addressed to the Corporation. However, Claimant had not come forward to open his mouth to press the said notice into service. Therefore, it does not come over the record that the said notice was actually sent to the Corporation. Bold words of Ms. Krishna Sharma bring it to the light of the day that no notice of demand was served by the claimant or the union on the Corporation. Constrained by these facts, it is concluded that the claimant has not been able to establish that demand was raised, which was rejected by the Corporation and as such dispute has acquired status of an industrial dispute. In view of these facts, it is concluded that the claimant has failed to establish that the dispute has acquired status of an industrial dispute.

19. Factual matrix unfolded by Ms. Krishna Sharma, in her affidavit, bring it to the light that the Corporation was paying intermittent allowance to chowkidars @ Rs. 130.00 per month who performed duties for more than 10 hours but less than 12 hours, @ Rs. 180.00 per month who performed duties for more than 12 hours but less than 16 hours and @ Rs. 190.00 per month who performed duties more than 16 hours in a day. Workers' Union agitated the demand for payment of overtime allowance in lieu of intermittent allowance. Keeping in view that demand, the Corporation passed a resolution on the basis of which decision dated 15.03.1997 was taken and it was decided to pay overtime allowance to the chowkidars at maxima of 50 hours in a month. Chowkidars were paid overtime allowance amounting to Rs. 635.00 pe rmonth on the strength of circular Ex. MW1/B. They were allowed 15 days casual leave, 3 national holidays and compensatory leaves in liew of duties performed on Sundays and gazetted holidays.

20. Ms. Krishna Sharma declares that Workers' Union further demanded for enhancement of overtime allowance, which demand was acceded to and limit of 50 hours was enhanced to 100 hours overtime allowance in a month. The chowkidars are paid Rs. 1250.00 per month towards overtime allowance, in pursuance of office order dated 09.05.2011, which is Ex.MW1/C. She declares that the claimant does not perform duties round the clock and has been paid overtime allowance, granted 15 days casual leave, 3 national holidays and compensatory leaves in lieu of duties performed on Sundays and gazetted holidays.

21. When facts referrred above are appreciated, it came to light that a demand was raised by the Workers Union for payment of overtime allowance in lieu of intermittent allowance, which demand was acceded to by the Corporation. The Corporation started paying overtime allowance, subject to a cap of 50 hours per month. Workers' Union again raised a demand for enhancement of maxima limit for payment of overtime allowance, which demand was again conceded to by the Corporation and limit of 50 hours was enhanced to 100 hours overtime allowance in a month. Thus, it is evident that demand for payment of overtime allowance was accepted by the Corporation. When demand of the Workers' Union was accepted and overtime allowance was enhanced, the said demand has not acquired character of an industrial dispute. 15 days casual leave, 3 national holidays and compensatory leaves in lieu of duties performed on Sundays and gazetted holidays are being provided to the chowkidars, including the claimant. Consequently, it is evident that there was no rejection of demand, if any, raised by the Workers' Union in that regard. As such, no dispute relating to grant of overtime allowance, casual leaves, national holidays and compensatory leaves in lieu of working on Sundays and gazetted holidays had reached the pedestal of an industrial dispute. As such, the claim is liable to be brushed aside on this count too.

22. At the cost of repetition, it is pointed out that Ms. Krishna Sharma deposed that the claimant is being paid overtime allowance @ Rs. 1250.00 per month. Besides payment of overtime allowance, he is granted 15 days casual leave, 3 national holidays and compensatory leaves in lieu of work perfomed on Sundays and gazetted holidays. Her testimony remained un-assailed. Through unchallengd facts unfolded by Ms. Krishna Sharma, the Corporation has been able to establish that overtime allowance and other benefits in the form of casual leave, national holidays and compensatory leaves were granted to the claimant. His claim is unfounded, even on merit too. These reasons persuade me to announce that no industrial dispute existed and as such reference of the dispute by the appropriate Government for adjudication was incompetent. Even otherwise, Shri Kesho Ram was being granted overtime allowance, casual leave, national holidays and compensatory leaves, which facts denude substance out of his claim statement. In view of these reasons, his claim statement is brushed aside. An award is passed in favour of the Corporation and against the claimant. It be sent to the appropriate Government for publication.

Dated : 18-03-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 जून, 2013

का.आ. 1479 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नीरा कम्युनिकेशनस (इंडिया) प्रा॰ लि॰ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 39/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-06-2013 को प्राप्त हुआ था।

[सं. एल-42025/03/2013-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th June, 2013

S.O. 1479.—In pursuance of Section 2A (2) of the Industrial Dispute Act, 1947 the Central Government hereby publishes the award (Ref. No. 39/2013) of the Central Government Industrial-Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the M/s. Nera Telecommunications (India) Pvt. Ltd. and their workman, which was received by the Central Government on 24.06.2013.

[No. L-42025/03/2013-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 39/2013

Sh. Shivram Upadhya

Through All India General Mazdoor

Trade Union (Regd.),

170, Balmukund Khand, Giri Nagar,

Kalkaji,New Delhi-110019. ...Workman

Versus

M/s. Nera Telecommunications (India) Pvt. Ltd.,

2nd Floor, 256, Okhla State,

Phase-3, New Delhi-110020. ...Management

AWARD

Shri Sriram Upadhyay was working as Field Executive with M/s. Nera Telecommunications (India) Pvt. Ltd. (in short the management). His services were dispensed with on 05.11.2011. He raised an industrial dispute before the Conciliation Officer. Management appeared before the Conciliation Officer and on 17.05.2012 settlement was entered into between the parties. In pursuance of the said settlement, Shri Upadhyay was reinstated in service by the management with 50% of back wages and continuity. His services were again dispensed with on 01.09.2012. He raised a demand for reinstatement *vide* letter dated 13.09.2012, but to no avail. Consequently, he approached the Conciliation Officer, who entered into conciliation proceedings. When period of 45 days elapsed from the date he made an application before the Conciliation Officer for conciliation of the dispute, he raised an industrial dispute before this Tribunal under sub-section (2) of Section 2A of the Indusutrial Disputes Act, 1947 (in short the Act).

2. Arguments on maintainability of the dispute were heard. Shri Anil Rajput, authorized representative, was heard on behalf of Shri Sriraram, Upadhyay. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

3. Clause (a) of section 2 of the Act defines appropriate Government. It would be expedient to know the definition of phrase 'appropriate Government'. Consequently, definition of the phrase is extracted thus:

"2(a) "appropriate Government" means-

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees and the State Board of Trustees section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Gurantee Corporation established under Section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (147 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under Section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under Section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National Housing Bank established

under Section 3 of the National Housing Bank Act, 1987 (53 of 1987) or the Banking Service Commission Act, 1975 or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, an company in which not less than fifty one per cent of the paid up share capitalis is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central Public Sector Undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and

(ii) in reltion to any other industrial dispute, the State public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government.

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, which has control over such industrial establishment";

4. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(8) and the State Government under Section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning—

1. an industry carried on or under the authority of the Central Government, or a railway company or,
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or
4. the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956, or
5. the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
6. the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or
7. the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or
8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or
9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or
10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or
11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or
12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or
13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37of 1964), or
14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporations Act, 1964 (37 of 1964), or
15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (37 of 1994), or
16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or
17. the Export Credit and Guarantee Corporation Limited, or
18. the Industrial Reconstruction Bank of India Limited, or
19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or
20. an air transport service, or
21. a banking company, or
22. an insurance company, or
23. a mine, or
24. an oil-field, or
25. a Cantonment Board, or
26. a major port, or

27. any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or

28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or

29. the Central public sector undertaking, or

30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Govenment, the appropriate Government would mean the Central Government".

5. In relation of any industrial dispute, other than those specified in sub-clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes, outside the purview of sub-clause (i), are within the competence of the State Government, under sub- clause (ii) of clause (a) of Section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employee would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a)(i) of the Act, appropriate Government cannot be the Central Government.

6. Statement of claim, filed by Shri Upadhyay, nowhere projects that the management runs an industry which is carried on by or under the authority of the Central Government or which is controlled by the Central Government or one of an industry, detailed in para 4, referred above. Hence, Central Government is not the appropriate Government. Indsutry, which is being carried on by the management is an industry which falls within sub-clause (ii) of clause (a) of section 2 of the Act and for that industry, the State Government is an appropriate Government. Thus, it is obvious that Government of NCT Delhi is the appropriate Government for this industrial dispute.

7. Proviso to clause (a) of section 2 of the Act presents that in case of dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, appropriate Government shall be Central Government or the State Government, as the case may be, which has control over such industrial establishment. Claimant does not project himself to be a contract labour. He does not spell that he was employed in the establishment of principal employer over which establishment control as exercised by the Central Government. Consequently, it is obvious that this cases does not fall within the ambit of proviso to clause (a) of Section 2 of the Act also. As such, this Tribunal has no jurisdiction to entertain the dispute.

8. The dispute was raised by the claimant under sub-section (2) of Section 2A of the Act, without being referred for adjudication by the appropriate Government under Section 10(1) (d) of the Act. Claimant can invole jurisdiction of the adjudicating authority constituted by the appropriate Government, within whose control the industrial establishment lies, where he was employed by the management. As pointed out above, claimant has not been able to project that the management runs on industry which is carried on by or under the authority of the Central Government or it was controlled by the Central Government as provided under sub-clause (i) of clause (a) or the case falls within the ambit of proviso to clause (a) of section 2 of the Act. Consequently, it is evident that this Tribunal is devoid of jurisdiction to entertain the dispute. The Tribunal refrains its hands from the matter. An award is, accordingly passed. It be sent to the appropriate Government for publication.

Dated : 22-03-2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 जून, 2013

का.आ. 1480 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिनटेनडेन्ट इंजीनियर, इंजीनियर कोओरडिनेशन, सर्किल (इलैक्ट्रीकल) के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 65/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार 24-06-2013 को प्राप्त हुआ था।

[सं. एल-42011/128/2011-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th June, 2013

S.O. 1480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the The Superintendent Engineer Coord. Circle (Electrical) and their workman, which was received by the Central Government on 24-06-2013.

[No. L-42011/128/2011-IR(DU)]

JOHAN TOPNO Under Secy.

ANNEXURE

BEFORE Dr. R.K. VADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 65/2012

The General Secretary,
All India CPWD (MRM)
Karamchari Sangathan,
House No. 4823, Gali No. 13,
Balbir Nagar Extension, Shahdara,
Delhi -110032. ...Workman

Versus

The Superintending Engineer,
Coord. Circle (Elect.),
East Block, R.K. Puram,
New Delhi. ...Management

AWARD

A plumber engaged on muster roll by Central Public Works Department (hereinafter referred to as the management) was appointed in service on 22.10.1980. He appeared for competitive departmental trade test in September 2002 for promotion to the post of work assistant. The management declared result on 09.10.2002, wherein he was declared successful. He secured 53 marks in the trade test. On the basis of result declared in competitive departmental trade test, the management promoted successful candidates to the post of work assistant. Up to January 2008. promotions was made on sole criteria of marks obtained in competitive departmental trade test. However, in February 2008, Circular No. 41/1/2007-EC(V) dated 15.02.2008 was issued by the management wherein it was detailed that candidates, who have qualified the trade test, would be appointed to the post of work assistant on the basis of their seniority instead of their rank in the test. The management promoted various persons, who obtained less marks than the plumber, to the post of works assistant, in view of aforesaid circular. Subsequently circular No. 41/1/2007/EC(V) dated 15.05.2009 was issued, wherein it was reiterated that sole criteria for appointment to the post of works assistant shall be merit in competitive departmental trade test. In view of these shifts in policy of the management, the plumber could not get promotion to the post of work assistant. He raised a demand for his promotion to the post of work assistant, which was not acceded to. He approached the CPWD (MRM) Karamchari Sangathan, Delhi (in short the union) for redressal of his grievance. The union espoused his cause and raised an industrial dispute. Since the management contested his claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-42011/128/2011/IR(DU), New Delhi dated 23.02.2012, with following terms:

> "Whether the action of the Management of CPWD, in not promoting the workman, Shri Ravi Kumar Sharma, S/o Shri Raj Kumar Sharma, Plumber, and promoting his juniors is legal and justified? What relief the workman in entitled to?"

2. Claimant statement was filed on behalf of the plumber, namely, Shri Ravi Kumar Sharma, pleading therein that he was appointed by the management on 22.10.1980 against a vacant post. He passed trade test for promotion to the post of work assistant in the year 2002. His name appears at serial No. 93 of list of successful candidates, declared by the management. On 08.02.2009, Superintending Engineer, Co-ordination Circle (Electrical) issued promotion order wherein Shri Sanjay Kumar, plumber, Shri Deshraj Chawla, plumber and Shri Devi Sharan, carpenter were promoted to the post of work assistant. As per seniority, Shri Sanjay Kumar was appointed as plumber on 21.12.1992, Shri Deshraj was appointed as plumber on 24.10.1980 and Shri Devi Sharan was appointed as carpenter on 21.06.1988. Shri Sanjay Kumar and Shri Devi Sharan were junior to him, pleads the claimant union.

3. On 31.01.2008, another promotion order was issued by the management wherein Shri Vinod Kumar, Carpenter, engaged in service on 24.11.1992, was promoted as work assistant. Another promotion order was issued, wherein 16 persons senior to Shri Sanjay Kumar, Shri Devi Sharan, Shri Desh Raj Chawla and Shri Vinod Kumar, were promoted to the post of work assistant.

4. The union claims that CPWD (Sub Office) Work Assistant, Road Inspector Recruitment Rules, 1970 (in short the Recruitment Rules), were amended by the Government of India *vide* notification dated 30.07.1978. Through the amendment, it was added in the rules that separate competitive departmental test, theoretical and practical, will be held. Persons for appointment to the post will be selected from amongst the categories of staff on the basis of their merit in the test. The union agitates that without making any amendment to the Recruitment Rules, the management issued circular No. 41/1/2007/ EXV dated 15.02.2008 wherein it was mentioned that merit was relevant only for passing competitive departmental test and after passing the test, qualified candidates will be appointed to the post of work assistant on the basis of their seniority instead of their rank in the test. The above circular is whimsical and unwarranted. Subsequently, the management issued circular No. 41/1/ 2007/EC(V) dated 15.05.09 on the strength of which criteria for promotion to the post of work assistant was changed to merit, obtained in the departmental trade test. The said shift in the policy has caused prejudice to the claimant.

5. The union presents that Shri Ravi Kumar Sharma and Others were not promoted to the post of work assistant by the management. Aggrieved by the said act, representation dated 27.11.2009 was made. The

management had not responded to the said representation. When Shri Ravi Kumar Sharma approached the union, his case was espoused. The union claims that the management may be directed to promote Shri Ravi Kumar Sharma to the post of work assistant from the date when his juniors were promoted to that post.

6. Claim was demurred by the management pleading that promotion to the post of work assistant is made solely on the basis of merit in competitive departmental test. Recruitment Rules lay emphasis on merit in departmental competitive test and not on seniority of incumbent in service. However, Recruitment Ruls were amended, *vide* circular No. 41/1/2007-EC(V) dated 15.02.1998 and promotions were made on the basis of seniority instead of merit in the test. The above procedure was again amended *vide* Circular No. 41/1/2007-EC(V) dated 15.05.09, on the strength of which order dated 15.02.08 was withdrawn. Shri Sanjay Kumar, Shri Devi Sharan and Shri Deshraj were promoted to the post of work assistant on their merit in the test, since they obtained 63 marks, 61 marks and 61 marks respectively. Shri Ravi Kumar Sharma obtained only 53 marks in the trade test, hence he could not be promoted. Shri Vinod Kumar, Carpenter, obtained 72 marks in the trade test, accordingly, he was promoted as work assistant, *vide* order dated 31.01.08. His promotion was based on merit and not on seniority. Promotion order dated 30.01.2009 was issued on the basis of seniority, which was in vogue at the relevant time on the strength of circular No. 41/1/2007-EC(V) dated 15.02.2008. Name of Shri Ravi Kumar Sharma did not appear in that list since last candidate of general category, promoted as works assistant, was having seniority of 05.12.1976. Since Shri Ravi Kumar Sharma was much junior, he could not be promoted. Panel for promotion was prepared on 16.06.2009 on merit in trade test and not on seniority. Last candidate of general category, whose name was there in the panel for promotion, had secured 57 marks. Promotion order dated 02.04.2010 was also based on merit and not on seniority. Candidates of general category, who had secured 57 marks each, were promoted. To grant promotion, the management can take policy decision, either to promote on merit or on seniority basis. Since Shri Ravi Kumar Sharma did not fall in merit, hence he was not promoted to the post of work assistant. Claim put forward by the union is unfounded, hence it may be dismissed.

7. Shri Ravi Kumar Sharma and Satish Kumar Sharma entered the witness box to substantiate the claim. No evidence was adduced by the management since circular Ex.WW2/M1 was not disputed by the claimant.

8. Arguments were heard at the bar. Shri Satish Kumar Sharma, authorized representative, advanced arguments on behalf of the claimant union. Shri R.M. Sharma, authorized representative, presented his point of view on behalf of the management. I have given by careful considerations to the arguments advanced at the bar cautiously perused the record. My findings on issues involved in the controversy are as follows:—

9. Notification dated 30.07.1978, on the strength of which Recruitment Rules were amended, has been proved by Shri Ravi Kumar Sharma as Ex. WW1/2. When contents of Ex. WW1/M2. are perused, it came to light that separate competitive departmental test (theoretical and practical) was made essential for promotion to the post of work assistant. Persons, for appointment to the post of work assistant, were to be selected on the basis of their merit in the test. Therefore, it is evident that for promotion to the post of work assistant, emphasis on merit of a candidate in competitive departmental test was laid.

10. Circular No. 41/1/2007-EC(V) dated 15.02.2008 has been proved as Ex. WW2/M2. This circular was issued by the management, mentioning therein that merit of a candidate was relevant only for passing competitive departmental trade test. Once a candidate passes the test, he was to be appointed on the post of work assistant on the basis of this seniority, instead of rank in the test. Thus it emerges over the record that a decision was taken by the management to the effect that once a candidate qualifies competitive departmental trade test, his marks in test would not matter for this promotion, since this seniority was to prevail. It is cystal clear that merit in test, which was sole criteria for promotion to the post of work assistant, was given a go by.

11. Question for consideration would be as to what is the effect of circular Ex. WW2/M2? A glance on Recruitment Rules as well as on notification Ex. WW1/2 would highlight that Recruitment Rules were made by the President under rule making power, available under Proviso to Article 309 of the Constitution. Recruitment Rules were amended by the President on 30th July 1978, under rule making power, referred above. The Parliament may legislate and provide for and to regulate conditions of service by even altering the Recruitment Rules and putting end to the service subject to the provisions of Article 311 of the Constitution. It is also open to rule making authority, *viz*. the President or such person as he may direct in that behalf to change the Recruitment Rules from time to time and in doing so he is empowered to change the method of selection, according to exigencies of service. Recruitment Rules can be supplemented and not supplanted by an executive instruction. Government cannot by an executive order undo or annual the rights of a Government servant provided in the Recruitment Rules. No. Administrative instruction can override, enlarge or reduce scope of rules, duly framed under the Proviso to Article 309 of the Constitution. However Government can fill up gaps in conditions of service by means of an administrative instruction.

12. Circular Ex. WW2/M2 was not issued by the rule making authority or by a person directed by him in the regard. It is crystal clear that Ex. WW2/M2 was issued by an authority incompetent to alter, amend, modify, override, enlarge of reduce scope of the Recruitment Rules. Ex. WW2/M2 was not issued under the powers available under the Proviso to Article 309 of the Constitution. Therefore it is apparent that Ex. WW2/M2 cannot acquire a status higher than an administrative instruction. It does not attempt to fill in the gaps or supplement the Recruitment Rules. Ex. WW1/2 contains provisions, relating to service conditions of employees of the management, inconsistent to rights available to them under the Recruitment Rules. Therefore it is announced that Ex. WW2/M2 could not modify the Recruitment Rules, allowing the management to exercise jurisdiction to promote persons to the post of work assistant, placing reliance on seniority.

13. There is other facet of the coin. Section 23 of the General Clauses Act, 1897, prescribes antecedent publicity of the draft rules or bye-laws with a view give the persons likley to be affected an opportunity of making objections and considerations of objections, if any, before rules or bye-laws are finally made. The section also contains a conclusive evidence clause that the publication in Official Gazette of a rule or bye-laws purporting to have been made in exercise of a power to make rules or bye-laws after "previous publication" shall be conclusive proof that the rule or bye-laws has been duly made. As records tell Ex. WW1/2 was given previous publication, while no such procedure was followed in the case of Ex. WW2/M2. This fact brings it over record that Ex. WW1/M2 was ineffective and could not acquire status of a rule. Natural justice requires that before a law can become operative. It must be promulgated or published. It must be broadcast in some recognizable way so that all men may know what it is, or, at the very least, there must be some channel by or through which such knowledge can be acquired with the exercise of due and reasonable diligence. No such steps were taken when Ex. WW2/M2 was issued. Hence it looses efficacy on that count too.

14. Circular No. 41/1/2007-EC(V) dated 15.05.09 was issued by the management. On the strength of this circular, management withdrew circular Ex. WW2/M2. Withdrawal of circular Ex. WW2/M2 was within the competence of the management. Therefore, it is announced that when circular dated 15.5.09 was issued by the management, it attempted to rectify the mistake. After issuance of circular dated 15.5.09, merit was again made sole criteria for promotion to the post of work assistant. However, during the intervening period from 15.02.2008 to 14.05.2009, various persons were promoted on the basis of seniority criteria. Some of them have secured less marks than Shri Ravi Kumar Sharma in Competitive departmental trade test. S/Shri Ashok Kumar S/o Shri Jagdish Prasad,Virender, Ram Chander, Kishan Chander, Ashok Kumar S/o Shri C.P. Dehel, Kalyan Sahai, Yuvraj Singh, Ghamendi Singh. Laxman Prasad. Mishri Lal Sharma, Lachman Singh, Brij Pal Singh, Laxmi Narain, who secured less marks competitive departmental test than what Shri Ravi Kumar Sharma has secured, were promoted to the post of work assistant, with effect from 30.01.2009 and with effect from 11.02.2009. Thus, it is evident that by resorting to seniority criteria, the management has promoted many persons to the post of work assistant, who had secured less marks in departmental competitive test, than Shri Ravi Kumar Sharma. This led in denial of rights to the claimant, Shri Ravi Kumar Sharma for his promotion to the post of work assistant.

15. Shri Ravi Kumar Sharma unfolds that he passed competitive departmental trade test for promotion to the post of work assistant in the year 2002. He secured 53 marks in the test. In its written statement, management has conceded that Shri Ravi Kumar Sharma had obtained 53 marks in competitive departmental trade test. In that competitive departmental trade test, Shri Ravi Kumar Sharma was declared successful. There is no dispute in that regard. Therefore, it is emerging that Shri Ravi Kumar Sharma took competitive departmental trade test in September 2002 and was declared successful in the test. Result of the test was declared by the management on 09.10.2002, wherein incumbents who qualified the test were detailed. Name of Shri Ravi Kumar Sharma figured at serial No. 93 of the said list, which has not been disputed by the management. Therefore, it is crystal clear that the claimant Shri Ravi Kumar Sharma had qualified competitive departmental trade test for promotion to the post of work assistant.

16. As unfolded by Shri Ravi Sharma in his affidavit Ex. WW1/A, the management promoted persons, who qualified competitive departmental trade test, on the basis of merit obtained in the list till 14.02.2008. Thereafter, various persons were promoted as work assistant on the basis of their seniority. As pointed out above, some persons, who obtained less marks in competitive departmental trade test than Shri Ravi Kumar Sharma, were promoted. It is apparent that though Ravi Kumar Sharma obtained 53 marks in competitive departmental trade test, yet persons who secured less maks than him were promoted on the basis of their seniority. It was so done in violation of Recruitment Rules.

17. At the cost of repetition, it is pointed out that the management had violated Recruitment Rules when it acted on circular No. 41/1/2007-EC(V) dated 14.02.2008. Persons who had obtained less marks in competitive departmental trade test than Shri Ravi Kumar Sharma were promoted, adhering to the principles of senirority. However, Recruitment Rules make merit in

competitive departmental trade test as sole criteria for promotion. Whether this treatment by the management can withstand stands of equality before law and equal protection of law? For an answere, legal provisions are to be noted. Equality before law and equal protection of laws are fudamental rights of every person, ordains Article 14 of the Constituion. The guiding principle laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that likes should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

18. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it, the government must be allowed a wide latitude of discretion and judgement. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. the classification must be unded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

19. Concept of equlity guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. "Protection discrimination' enabled the state to adopt new strategy to bring underprivileged at part with the rest of the society, by providing all possible opportunities and incentives to them.Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment.There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

20. Factual matrix unfolds that Shri Ravi Kumar Sharma obtained 53 marks in competitive departmental trade test. Despite that persons, who had obtained less marks that him, were promoted adhering to their seniority in service. As detailed above,circular No. 41/1/207/EC(V) dated 15.02.2008 was not issued under rule making power. It had not acquired status of Recruitment Rules. Consequently, promotion of persons, who secured less marks in competitive departmental trade test than Shri Ravi Kumar Sharma, was not justified. When they were promoted to the post of work assistant, the management ought to have taken into consideration their merit incompetitive departmental trade test. Since seniority was not a criteria for promotion to the post of work assistant, they were not placed in better position in terms of nature of persons than that Shri Ravi Kumar Sharma.

21. Can management be permitted to treat equals differently? Answer lies in negative. In Bal Kishan [1990 (I) LLJ 61] the Apex Court announced that no junior shall be confirmed or promoted without considering the case of his senior. The observations made by the Apex Court are reproduced thus:

> "In service, there could be only one norm for conferment or promotion of persons belonging to the same cadre. No junior shall be confirmed or promoted without considering the case of his senior. Any deviation from this principle will have demoralizing effect in service apart from their being contrary to Article 16 (1) of the Constitution."

22. Since juniors to Shri Ravi Kumar Sharma were promoted to the post of work assistant, the management is under an obligation to promote Shri Ravi Kumar Sharma to the post of work assistant from 30.01.2009, the date when his juniors were so promoted. In case there was no post left on 30.01.09, for promotion of Shri Ravi Kumar Sharma as work assistant, the management shall create supernumerary post for him following rule 11(2) of Delegation of Financial Powers Rules, 1978 till post accrues in that regard.

23. In view of above findings, it is apparent that action of the management in not promoting Shri Ravi Kumar Sharma as work assistant on 30.01.2009 was neither legal nor justified. Managment discriminated him when juniors to him were promoted while adhering to seniority criteria. Consequently, it is announced that the management is under an obligation to promote Shri Ravi

Kumar Sharma as work assistant with effect from 30.01.2009, the date when his juniors were promoted. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 19.02.2013

नई दिल्ली, 28 जून, 2013

का.आ. 1481– औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 के अनुसरण में, केन्द्रीय सरकार कमिश्नर,एम॰ सी॰ डी॰ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केनद्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 58/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-06-2013 को प्राप्त हुआ था।

[सं॰ एल- 42012/105/2011-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th June, 2013

S.O. 1481.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. 58/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the The Commissioner (MCD) and their workman, which was received by the Central Government on 24.06.2013.

[No. L-42012/105/2011-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX DELHI

I.D.No. 58/2012

The General Secretary,
Municipal Employees Union,
Agarwal Bhavan, G.T. Road,
Tis Hazari, Delhi-110054 . . .Workmen

Versus

The Commissioner,
MCD, Chandni Chowk,
Delhi - 110006. ...Management

AWARD

A driver was engaged by Municipal Corporation of Delhi (hereinafter referred as the Corporation) on 12.08.2004 for a period of six months on contract basis. His term of engagement was extended from time to time. His services were discontinued on 26.04.2007 with immediate effect. Aggrieved by the act of discontinuation of his service, he raised a demand for reinstatement. His demand was not conceded to by the Corporation. Ultimately he approached the Conciliation Officer. Since his claim was contested by the Corporation, conciliation proceedings resulted into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication *vide* order No. L-42012/105/2011-IR(DU), New Delhi dated 21.02.2012, with following terms:

> "Whether the action of the management of Municipal Corporation of Delhi (MCD) in termainating services of the wrokman, Shri Madan Lal, Driver, with effect from 26.04.2007 is legal and justified? What relief the workman is entitled to?"

2. Claim statement was filed by the driver, namely, Shri Madan Pal, pleading therein that he joined srevices of the Corporation on 12.08.2004. he was assigned job on contract basis and after every six months fresh appointment letter was issued in his favour. It was so done by the Corporation with a view to circumvent law. He continuously served the Corporation for a period of three years. His services were abruptly discontinued on 26.04.2007, without assigning any specific reasons. Work of driver is of regular and permanent nature and still continues with the Corporation. Action of the Corporation in depriving job to him amounts to unfair labour practice as per section 2(ra) read with section 25 T of the Industrial Disputes Act, 1947 (in short the Act). He was deprived of status, salary and privileges of a regular employee, which act also amounts to unfair labour practice under the aforesaid section read with item No. 10 of the Fifth Schedule appended to the Act. Action of the Corporation is violative of Articles 14, 16, 21 and 39 (d) of the Constitution. It is nothing but sheer exploitation of labour. No seniority list was displayed nor any notice or pay in lieu thereof, besides retrenchement compensation was paid to him at the time of termination of his services. He was meted out with hostile discrimination, while a number of persons junior to him have been regularized in the job. Action of the Corporation is violative of the provisions of section 25-F, 25-G and 25-H of the Act, besides rule 76, 77 and 78 of the Industrial Disputes (Central) Rules, 1957 (in short the rules). He is unemployed since the date of termination of his services. He pleads that order of the Corporation in terminating his services may be declared as illegal and unjustified. He claims reinstated in service with continuity and full back wages, besides cost of litigation.

3. Claim was resisted by the Corporation pleading that the claimant was engaged on contract basis on certain

terms and conditions, mentioned in letter of appointment dated 11.04.2004. Discontinuation of services of the claimant was done in accordance with conditions, mentioned in appointment letter referred above. Initially, he was engaged for a period of six months. The Corporation does not dispute extension granted to the claimant in service. However, It projects that his services were dispensed with in consonance with terms and conditions of his services, contained in initial letter of appointment. His services were required temporarily for a specific period. No claim for reinstatement is made out. Claim put forth by Shri Madan Pal may be dismissed, being devoid of merits, pleads the Corporation.

4. On pleadings of the parties, following issues were settled:

(1) Whether services of the claimant were dispensed with in pursuance of non-renewal of contract of employment in accordance with the stipulation contained therein?

(2) Whether the claimant rendered continuous service for 240 days in preceding 12 calendar months from the date of termination of his service?

(3) As in terms of reference.

5. Claimant has examined himself in support of his claim. Corporation opted not to adduce any evidence to substantiate its defence.

6. Arguments were heard at the bar. Shri Rajiv Aggarwal, authorized representative, advanced arguments on behalf of the Corporation. Shri Naveen Singla, authorized representative, presented facts on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

1. Issue No. 2

7. In his affidavit, Ex. WW1/A, tendered as evidence, the claimant unfolds that he joined employment of the Corporation on 12.08.2004. He served continuously as driver till 26.04 2007, the date when his services were dispensed with without any specific reason. He proves order dated 11.08.2004 as Ex.WW1/4, besides orders Ex.WW1/6, Ex.WW1/7, Ex.WW1/8, Ex.WW1/9, and Ex.WW1/10, on the strength of which his services were extended from time to time by the Corporation.

8. Facts unfolded by the claimant were not disputed by the Corporation. No efforts were made to attack genuineness of the documents, proved by the claimant. Neither his deposition was questioned nor any evidence was put forward to dispel facts deposed by the claimant. Resultantly, facts testified by the claimant are to be accepted and appreciated to ascertain the period for which he served the Corporation. Out of this testimony, it is evident that claimant served the Corporation from 12.08.2004 to 26.04.2007, the date when his services were dispensed with. When period of services rendered from 26.04.2007 in the preceding 12 months is reckoned, it comes to 309 days. Therefore, it is apparent that the claimant had rendered continuous services of move than 240 days in preceding 12 months from the date of termination of his services. The issue is answered accordingly.

Issue No.2

9. Claimant details in his affidavit Ex.WW1/A that he was working against a job which was regular and permanent. He lays emphasis on the proposition that job of driver is still continuing with the Corporation. According to him, he was exploited by the Corporation when he was initially engaged for period of six months and subsequently his terms of employment were extended from time to time. He claims that action of the Corporation amounts to unfair labour practice, when his engagement was extended from time to time.

10. Testimony of the claimant is laced with notions of justice, perceived by him. Whether his perceptions get substantiated from attending facts and circumstances? For an answer, it is expedient to give meaning to ocular facts become detailed by him. His ocular testimony clear and vivid, when reconciled with contents of his appointment letter, which is Ex.WW1/4, facts detailed in this document make it clear that oral depositions of the claimant cannot be accepted on their face value. For sake of convenience, contents of the said document are reproduced in extenso:

> "Shri Madan Pal, S/o Shri Chhattar Singh, R/o 123, Village Bhadola, Delhi- 33, is hereby engaged as Driver on contract basis, subject to following terms and conditions:

1. the workman shall be paid a consolidated amount of Rs. 6500.00 only per month.
2. The engagement shall be for a period of six months with effect from his joining.
3. The workman will draw his wages/contract amount against the sanctioned post of Driver.
4. The engagement on contract basis will not confer any right on Shri Madan Pal for appointment any post in the Municipal Corporation of Delhi.
5. The engagement on contract basis can be discontinued at any time without assigning any reason.

> On his engagement on contract basis as Driver, Shri Madan Pal, S/o Shri Chhatar Singh is hereby posted in the officer of Chairman/Standing Committee, MCD.

This issues with the prior approval of the Commissioner.

11. As pointed out above, the claimant was engaged on a consolidated amount of Rs. 6500.00 per month for a period of 6 months. It was clarified to him that his appointment was on contract basis and it will not confer any right on him for appointment to any post in the Corporation. He was posted in the office of the Chairman, Standing Committee of the Corporation. There was no post of driver in the office of the Chairman, Standing Committee, since his contract amount was to be drawn every month from the Education Department, Head Office of the Corporation, against a vacant post of driver, as detailed in Ex.WW1/5. When read in between the lines, Ex.WW1/4 nowhere unfolds that post of driver was advertised, applications form eligible candidates were received and eligible candidates underwent process of recruitment, out of whomthe claimant was selected. Tone and tenor of Ex.WW1/4 make it apparent that despite that fact that there was no post of driver in the office of Chairman, Standing Committee, the clamant was engaged on that post, without following any recruitment process. It is a matter of common knowledge that the Corporation recruits employees in its service through the Delhi State Subordinate Service Selection Board. All these aspects make it apparent that the claimant was well aware on the date of his engagement that he could get employment on the basis of his connection and had not entered into the job through a recruitment process.

12. For recruitment, on incumbent should be within age group of 18-25 years, subject to relaxation in age to candidates of reserved categories Claimant does not project that he was engaged against a reserved categories. post and eligible for relaxation in age of unfordable by him. He was aged 34 years in August 2012, the date when he entered the witness box. Thus in August 2004, when he was engaged for the first time he was 26 years of age and apparently above the age of recruitment connection of the claimant made him to get engagement with the Corporation that too on contract basis. Therefore, claim put forward by the claimant that it was unfair labour practice on the part of the Corporation to engage him on contract basis against a regular post, was uncalled for. On the other hand it was the claimant, who managed the show through his connections and obtained job with the Corporation.

13. Above factual matrix would guide the Tribunal to ascertain as to whether termination of the services of the claimant amounts to retrenchment? For an answer, definition of the term retrenchment is to be construed. Clause (oo) of section 2 of the Act defines retrenchment, which definition is extracted thus:

> "(oo) "retrenchment" mans the termination by the employer of the services of a workman for any reason whatsoever, other than as a punishment inflicted by way of disciplinary action, but does not include—
>
> (a) Voluntary retirement of the workman; or
>
> (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
>
> (bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
>
> (c) termination of the services of a workman on the ground of continued ill-health".

14. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of services, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground of continue ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. [1979 (I) LLJ1] and Mahabir [1979 (ii) LLJ 363].

15. Sub-Clause (bb) purports to exclude from the ambit of the definition of retrenchment (i) termination of the service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned, on its expiry, or (ii) termination of the contract of employment in terms of a stipulation contained in the contract of employment in that behalf. The first part relates to termination of service of a workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry. Thus "non-renewal of contract of employment": pre-supposes an existing contract of employment, which is not renewed. When services of an employee is terminated on account of non-renewal of contract of employment, between the employer and the workman, it does not amount to retrenchment. The second part refers to such contract:" being terminated under a

stipulation in that behalf contained therein. The cases contemplated, under this part too, would not amount to retrenchment. However this sub-clause, being in the nature of an exception to clause (oo) of Section 2 of the Act is ruled to be construed strictly when contractual agreement is used as modus operandi to frustrate claim of the employee to become regular or permanent against a job. The adjudicator has to address himself to the question whether the period of employment was stipulated in the contract of employment as a device to escape the applicability of the definition of retrenchment. See Shailendra Nath Shukla (1987 Lab. I.C. 1607), Dilip Hanumantrao Shrike (1990 Lab. I.C. 100) and Balbir Singh [1990 (1) LLJ 443]. On review of law laid by the Apex Court and various High Courts, a single Judge of the Madhya Pradesh High Court, in Madhya Pradesh Bank Karamchari Singh 1996 Lab. I.C. 1161) has laid following principles of interpretation and application of sub-clause (bb) or clause (oo) of Section 2 of the Act:

"(i) that the provisions of Section 2(oo)(bb) are to be construed benevolently in favour of the workman.

(ii) that if the workman is allowed to continue in service by making periodic appointments from time to time, then it can be said that the case would not fall under Section 2(oo)(bb).

(ii) that the provisions of Section 2(oo)(bb) are not be interpreted in the manner which may stifle the main provision.

(iv) that if the workman continues in services, the non-renewal of the contract can be deemed as *mala fide* and it may amount to be a fraud on statute;

(v) that there would wrong presumption of non-applicability of Section 2(oo)(bb) where the work is of continuous nature and there is nothing on record that the work for which a workman has been appointed had come to an end".

16. Whether provisions of retrenchment, enacted in the Act, provide for any security of tenure? Answer lies in negative. Provisions of retrenchment provide for certain benefits to a workman in case of termination of his service, falling within the ambit of definition of retrenchment. On compliance of the requirements of Sections 25F or 25N and 25G of the Act, it is open to the employer to retrench a workman.

17. Termination of service of an employee during the period of probation was held to be covered by the exception contained in sub-clause (bb) of Section 2(oo) of the Act, in C.M. Venugoapl [1994 (1) LLJ 597]. As per fact of the case, Regulation 14 of the Life Insurance Corporation of India (Staff) Regulation 1962 empowered the Corporation terminate the service of an employees within the period of probation. The employees was put on probation for a period of one year, which was extended by another year. Since he could not achieve the target to earn confirmation, his service was terminated in terms of Regulation 14 as well as order of appointment. The Apex Court ruled that the cause was covered by the exception contained in sub-clause (bb), hence it was not retrenchment.

18. In Morinda Co-operative Sugar Mills Ltd. (1996 Lab. I.C. 221) a sugar factory used to employ certain number of workmen during crushing season and at the end to the crushing season their employment used to cease. The Supreme Court held that despite the fact that the workmen worked for more than 240 days in a year, cessation of their employment at the end of crushing season would not amount to retrenchment in view of the provisions of sub-clause (bb) of Section 2(oo) of the Act. It was observed as follow:

> "4. It would thus be clear that the respondents were not working throughout the season. They worked during crushing seasons only. The respondents were taken into work for the season and consequent to closure of the season, they ceased to work.
>
> 5. The question is whether such a cessation would amount to retrenchment since it is only a seasonal work, the respondents cannot be said to have been retrenched in view of what is stated in sub-clause (bb) of Section 2(oo) of the Act. Under these circumstance, we are of the opinion that the view taken by the Labour Court and the High Court is illegal. However, the appellant is directed to maintain a register for all workmen engaged during the seasons enumerated herein before and when the new season starts the appellant should make as publication in neighbouring places in which the respondents normally live and if they would report for duty, the appellant would engage them in accordance with seniority and exigency of work".

19. Above legal position was reiterated by the Apex Court in Anil Bapuro Banase [1997 (10) S.C.C. 599] wherein it was noted as follows:

> "3. The learned counsel for the appellant contents that the judgment of the High Court of Bombay relied on in the impugned order dated 28.3.1995 in Writ Petition No. 488 of 1994 is perhaps not applicable. Since the appellant has worked for more than 180 days, he is to be treated as retrenched employees and if the procedure contemplated under Section 25-F of the Industrial Disputes Act, 1947, is applied, his retrenchment is illegal. We find no force in this contention. In Morinda Coop. sugar Mills Ltd. V. Ram Kishan in para 3, this Court has dealt with

engagement of the seasonal workman in sugarcane crushing, in para 4, it is stated that it was not a case of retrenchment of the workman, but of closure of the factory after the crushing season was over. Accordingly, in para 5, it was held that it is not 'retrenchment' within the meaning of Section 2(oo) of the Act, As a consequence the appellant is not entitled to retrenchment as per sub-clause (bb) of Section 2(oo) of the Act. Since the present work is seasonal business, the principles of the Act have no application. However, this Court has directed that the respondent management should maintain a register and engage the workmen when the season starts in the succeeding years in the order of seniority. Unit all the employees whose names appear in the list are engaged in addition to the employees who are already working, the management should not go in for fresh engagement of new workmen. It would be incumbent upon the respondent management to adopt such procedure as is enumerated above."

20. In Harmohinder Singh (2001 (5)S.C.C. 540) an employees was appointed as a salesman by kharga canteen on 1.6.74 and subsequently as a cashier on 9.8.75. The letter of appointment and Standing Orders, *inter alia,* provided that his service could be terminated by one month's notice by either party. He was served with a notice to the effect that his service would be relinquished with effect form 30.6.1989. Relying precendent in Uptron India Ltd. [1998 (6) S.C.C. 538] the Apex Court ruled that contract of service for a fixed term are excluded from the ambit of retrenchment. Decision in Balbir Singh (supra) was held to be erroneous. It was also ruled that principles of natural justice are not applicable where termination takes place on expiry of contract of service.

21. In Batala Coop. Sugar Mills Ltd. [2005 (8) S.C.C. 481] an employees was engaged on casual basis on daily wages for specific work and for a specific period. He was engaged on 1.4.1986 and worked upto 12.2.94. The Labour court concluded that termination of his services was violative of provisions of Section 25-F of the Act, hence ordered for his reinstatement with 50% back wages. Relying precedents in Morinda Coop. Sugar Mills (supra) and Anil Bapurao Kanase (Supra) the Apex Court ruled that since his engagement was for a specific period and specific work, relief granted to him by the Labour Court cannot be maintained.

22. The Apex Court dealt with such a situation again in Darbara Singh (2006 LLR 68) wherein an employees was appointed by the Punjab State Electricity Board as peon on daily wage basis from 8.1.88 to 29.2.88. His services were extend from time to time and finally dispensed with in June 1989. The Supreme Court ruled that engagement of Darbara Singh was for a specific period and conditional. His termination did not amount to retrenchment. His case was found to be covered under exception contained in sub-clause (bb) of Section 2 (oo) of the Act. In Kishore Chand Samal (2006 LLR 65), same view was maintained by the Apex Court. It was ruled there in that the precedent in S.M. Nilajhar [2003 (II0 LLJ 359] has no application to the controversy since it was ruled there in that mere mention above the engagement being temporary without indication any period attracts Section 25F of the Act if it is proved that the concerned workman had worked continuously for more than 240 days. Case of Darbara Singh and Kishan Chand Samal were found to be relating to fixed term of appointment.

23. In BSES Yamuna Power Ltd. (2006 LLR 1144) Rakesh Kumar was appointed as Copyist on 29.9.89, initially for a period of three months as a daily wager. His term of appointment was extended up to 20.9.90. No further extension was given and his services were dispensed with on 20.9.90. On consideration of facts and law High Court of Delhi has observed thus:

> "…In the present case, the respondent was appointed as a copyist for totalling the accounts of ledger for the year 1986—87 and then for 1987-88. His initial appointment was for the period of three months. It was extended from time to time and no extension was given after 20th September, 1990. He was appointed without any regular process of appointment, purely casual and on temporary basis for specific work of totalling of ledger. When this work was over, no extension was given. I consider that appointment as that of the respondent is squarely covered under Section 2(oo)(bb) of the Act. Giving of non extension did not amount to termination of service, it was not a cause of retrenchment".

24. Precedents, handed down by Allahabad High Court in Shailendra Nath Shukla (supra), Bombay High Court in Dilip Hanumantrao Shirke (supra), Punjab & Haryana High Court in Balbir Singh (supra) and Madhya Pradesh High Court in Madhya Pradesh Bank Karamchari Sangh (supra) castrate sub-clause (bb) of Section 2(oo) of the Act. Ratio decidendi in these precedents abrogates statutory provisions of sub-clause (bb) of Section 2 (oo) of the Act without even discussing the legality or constitutional validity of the clause. On the other hand the Apex Court in C.M. Venugoapl (supra), Morinda co-operative Sugar Mills Ltd. (supra), Anil Bapurao Kanase (supra), Harmohinder Singh (supra), Batala coop. Sugar Mills Ltd. (supra), Darbar singh (supra) and Kishore Chand Samal (supra) and High Court of Delhi in BSES Yamuna Power Ltd. (supra) spoke that case of an employee,

appointed for a specific period which was extended from time to time, would be covered by the exception contained in sub-clause (bb) of section 2(oo) of the Act, in case his services are dispensed with as a result of non-renewal of the contract of employment between him and his employer, on its expiry or termination of the contract of employment in terms of stipulation contained in the contract of employment in that behalf. The law, so laid, holds the water and would be applied to the case of the claimant.

25. As Ex.WW1/4 unfolds the claimant was appointed on contract basis for a period of six months. His appointment was extended from time to time on the strength of Ex.WW1/6 to Ex.WW1/10, on terms and conditions contained in Ex.WW1/4. He was well aware throughout that there was no post of driver in the office of the Chairman, Standing committee and could manage his engagement on account of his connection in the Corporation. Therefore, he cannot deny that his services were to be governed by terms and conditions, contained in Ex.WW1/4. His service were dispensed with on 26.04.2007 with immediate effect. As spelled in Ex.WW1/4, his services could be dispensed with at any time without assigning any reason. Consequently, it is clear that his case squarely fell within the ambit of exception available in sub-clause (bb) of clause (oo) of section 2 of the Act. It cannot be said that termination of his services amounts to retrenchment. The issue is, therefore, answered accordingly.

Issue No. 3

26. in Ex.WW1/A a case has been projected that a number of persons junior to him have been regularized by the Corporation. Except this bald statement, the claimant has not been able to put forward even name of a single person, who was junior to him as driver and got regular appointment in the Corporation. Therefore, it is evident that none junior to him was there in the Corporation, whose services were retained when the claimant was bade farewell. In such a situation, provisions of section 25-G of the Act does not come into play.

27. It has also not been deposed by the claimant that after termination of his services, the Corporation engaged someone else as driver without offering him opportunity of re-employment. To seek re-employment under provisions of section 25-H of the Act, claimant should satisfy following conditions:

(i) He should be a citizen of India;

(ii) He should have been retrenched prior to re-employment.

(iii) He should have been retrenched from the same category of service of the industrial establishment in which re employment is proposed.

(iv) He should have offered himself for a re-employment in response to the notice by the employer under rule 76 of the Industrial Disputes (Central) Rules 1957.

28. In plain language section 25-H of the Act speaks of re-employment of retrenched workman. As pointed out above, service of the claimant was dispensed with in accordance with stipulation contained in Ex.WW1/4 and action of the coproration is covered by exeception contained in sub-clause (bb) of clause (oo) of section 2 of the Act and it cannot be termed as retrenchment. Therefore it is postulated that provisions of section 25-H of the Act are not satisfied here in the present case. I conclude that the corporation is not bound to offer job to the claimant under the provisions of section 25-H of the Act.

29. In view of these reasons, neither provisions of 25-F, 25-G or 25-H of the Act have any application to the present controversy. Precedents in Harjinder Singh [2010 (1) LLJ 277], Delhi Cantonment Board [2006)(1) LLJ 752], Municipal Corporation of Delhi [WP (c) No. 6024/99 decided on 25.08.2011], Delhi Transport Corporation [1982 (2) LLJ 191], and S.M. Nilajkar [2003(2) LLJ 359], have no application to the present controversy. Though the claimant rendered continuous service for more than 240 days, in preceding 12 months from the date of his disengagement, yet action of the Corporation is found not to be retrenchment within section 2(oo) of the Act.

30. There is other facet of the coin. The claimant is beneficiary of fraudulent system of employment, who entered service not only but unfair means by as a back door appointee. A good deal of illegal employment market has developed in this country. Number of unemployed youths wait in queues to entry in public appointment, whileless meritorious persons eat cake of employment by unlawful means. In such instances, this Tribunal had to refuse reinstatement to an employee who got entry in public employment by fraudulent means or an beneficiary of favouritism or a back door appointee. The claimant had used all dubious means as detailed above. His claim is discarded. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated 08.03.2013

Dr. R. K. YADAV, Presiding Officer.

नई दिल्ली, 28 जून, 2013

का.आ.1482 —औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमिशनर एम.सी.डी. के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं॰ 1 नई दिल्ली के पंचाट (संदर्भ संख्या 87/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.06.2013 को प्राप्त हुआ था।

[सं॰ एल-42011/68/2010-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th June, 2013

S.O. 1482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 14 of 1947, the Central Government hereby publishes the Award (Ref. No. 87/2011 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the Commissioner (MCD) and their workman, which was received by the Central Government on 24.06.2013

[No. L-42011/68/2010-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 87/2011

The General Secretary,
Nagar Nigam Karmchari Sangh,
Delhi Pradesh, P-2/624,
Sultanpuri, New Delhi. . . .Workman

Versus

The Commissioner,
MCD, Town Hall,
Chandni Chowk,
Delhi-110006. .. .Management

AWARD

A Chowkidar employed at MC Primary School, B-I Block, Janakpuri, West Zone, Municipal Corporation of Delhi (in short the Corporation) claimed payment of overtime allowance, since he was made to work beyond normal duty hours. His claim was not conceded to by the Corporation. He approached the Nagar Nigam Karamchari Sangh (Delhi) (in Short the Union) for redressal of his grievances. Union served notice on the Corporation seeking overtime allowance for duties performed in excess of normal working hours, wages for weekly holidays, gazetted holidays and casual leaves, which notice was not responded to. A dispute was raised before the Conciliation Officer. Since the Corporation contested the claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42011/68/2010-IR(DU) dated 04.04.2001, with following terms :

"Whether demand of the Nagar Nigam Karmachari Sangh, Delhi Pradesh, Delhi, for payment of overtime allowance and encashment of leave, weekly holidays and gazetted holidays since date of appointment of Shri Ajay Kumar, Chowkidar of MCD Primary School of Nangloi Village, Delhi, is legal and justified? What relief the workman is entitled to?"

2. Claim statement was filed by the Chowkidar, namely, Shri Ajay Kumar, pleading therein that he was working as such at MC Primary School, B-1 Block, Janakpuri, New Delhi, since 20.07.1990. He has been serving at the aforesaid school without any break. His services were regularised by the Corporation with effect from 01.04.1999. He works round the clock without availing any weekly offs, gazetted holidays or leave of any other kind. He is entitled for overtime wages for duties performed beyond normal duty hours, in accordance with the provisions of Minimum Wages Act, 1948. He is also entitled for leaves admissible under the rules. He claims that the Corporation may be called upon to pay him overtime allowances for duties performed more than normal working hours and encashment of weekly off days, gazetted holidays and other holidays admissible to him under the rules.

3. Claims was demurred by the Corporation pleading that no notice of demand was served by the claimant and as such the dispute has not acquired status of an industrial dispute. Generally, duty hours of chowkidars are 10 hours a day. Whenever he performs duites beyond period of 10 hours in a day, the Corporation was paying intermittent allowance to the chowkidars @ Rs. 130.00 per month for duty hours less than 12 hours, @ Rs. 180.00 per month if his duty hours are more than 12 hours but less than 16 hours and @ Rs. 190.00 per month if his duty hours are more than 16 hours in a day. Workers' union demanded overtime allowance in lieu of intermittent allowance. Keeping in view demand raised by the workers, a resolution was passed for payment of overtime allowance in place of intermittent allowance. On the basis of resolution, the Corporation, vide its decision dated 15.03.1997, decided to pay overtime allowance to a maximum of 50 hours in a month. Besides overtime allowance, chowkidars are entitled to 15 days casual leave, 3 national holidays and compensatory leaves in lieu of performing work on Sundays and gazetted holidays. Workers' union raised a demand for enhancement of maxima limit of 50 hours overtime allowance, which demand was conceded to and the Corporation enhanced maxima of overtime allowance from 50 hours to 100 hours in a month. As such, a chowkidar gets Rs. 1250.00 month towards overtime allowance.

4. The Corproation pleads that the claimant is also being paid overtime allowance amounting to Rs. 1250.00

per months, as paid to his counterparts. Since overtime allowance, casual leaves, national holidays and compensatory leaves for working on Sundays and gazetted holidays are being accorded to the claimant, no dispute exists for adjucation. The Corporation presents that in view of these facts, claim projected is unfounded. His claim may be dismissed, being devoid of merits.

5. Claimant abandoned the proceedings with effect from 30.01.2012. None responded on his behalf on dates when case was adjourned from time to time and as such the Tribunal was constrained to proceed with the matter under rule 22 of the Industrial Disputes (Central) Rules, 1957, vide its order-dated 04.01.2013.

6. Ms. Krishna Sharma, Deputy Director (Education) tendered her affidavit as evidence on behalf of the Corporation. Since the claimant had abstained away from the proceedings, opportunity could not be accorded to him to purify contents of affidavit of Ms. Sharma by an ordeal of cross-examination.

7. Arguments were heard at the bar. None came forward on behalf of the claimant to advance arguments. Shri Vishwajit Mangla, authorized representative, raised submissions on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

8. In her affidavit dated 08.10.2012, tendered as evidence, Ms. Krishna Sharma unfolds that no notice of demand was served by the claimant on the Corporation. She declares that the dispute is not an industrial dispute and as such it is not maintainable. At the cost of repetition, it is pointed out that the claimant had not come forward to rebut facts testified by Ms. Krishna Sharma. Therefore, facts unfolded by Ms. Krishna Sharma are to be accepted.

9. Question for consideration would be as to whether the dispute raised by Shri Ajay Kumar has acquired status of an industrial dispute. For an answer , definition of the term 'industrial dispute' as enacted under Section 2(k) of the Industrial Disputes Act, 1947 (in short the Act) is to be construed. For sake of convenience, definition of the term industrial dispute is extracted thus:

> "Industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

10. The definition of "Industrial dispute" referred above, can be divided into four parts, viz. (i) factum of dispute, (2) parties to the dispute, viz. (a) employers and employers, (b) employer and workmen, or (c) workmen and workmen, (3) subject matter of the dispute, which should be connected with—(i) employment or nonemployment, or (ii) terms of employment, or (iii) condition of labour of any person, and (4) it should relate to an "industry".

11. The definition of "industrial dispute" is worded in very wide terms and unless they are narrowed by the meaning given to word "workman" it would seem to include all "employers", all "employments" and all "workman", whatever the nature of scope of the employment may be. Therefore, except in the case where there can be a dispute between the employers and employers and workmen and workmen, one of the parties to an industrial dispute must be an employee or a class of employees. The first point, therefore, to be noted, perhaps self evident, is that the phrase "employer and workmen", the plural may include singular on either side or any permutation of singular of plural;, the masculine including the feminine. In order, therefore, to determine as to whether a controversy or difference or a dispute is an "an industrial dispute" or not, it must first be determined whether the workman concerned or workmen sponsoring his cause satisfy the conditions of clause(s) of section 2 of the Act. There is no dispute on the proposition that the claimant is a workman.

12. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workmen as a class.

13. An industrial dispute comes into existence when the employers and the workman are at variance and the dispute/difference is connected with the employment of non-employment, terms of employment or with conditions of labour. In other words, dispute of difference arises when a demand is made by the workman on the employer and it is rejected by him and vice versa. In Sindhu Resettlement Corporation Ltd. [1968(1)LLJ 834], the Apex Court has held that mere demand, asking the appropriate Government

to refer a dispute for adjudication, without being raised by the workmen with their employer, regarding such demand, cannot become an industrial dispute. Hence, an industrial dispute cannot be said to exist until and unless a demand is made by the workman or workmen on the employer and it has been rejected by him. In Fedders Lloyd Corporation Pvt. Ltd. (1970 Lab.I.C.421), High Court of Delhi went a step ahead and held that "...demand by the workman must be raised first on the management and rejected by it, before an industrial dispute can be said to arise and exist and that the making of such a demand to the Conciliation Officer and its communication by him to the management, who rejected the demand, is not sufficient to constitute an industrial dispute."

14. The above decision was followed by Orissa High Court in Orissa Industries Pvt. Ltd. [1976 Lab.I.C. 285] and Himachal Pradesh High Court in Village Paper Pvt. Ltd. (1993 Lab.I.C. 99). However the Apex Court in Bombay Union of Journalists [1961 (2) LLJ 436] had ruled that an industrial dispute must be existence or apprehended on the date of reference. if, therefore, a demand has been made by the workman and it has been rejected by the employer before the date of reference, whether direct or throught the Conciliation Officer, it would constitute an industrial dispute. In Shambhunath Goyal (1978 (1) LLJ 484), the Apex Court appreciated facts that the workman had not made a formal demand for his reinstatement in service. However, he had contested his dismissal before the Enquiry Officer and claimed reinstatement. Against the findings of the Enquiry Officer, he preferred an appeal to the Appellate Authority, claiming reinstatement on the ground that his dismissal was bad in law. Then again, he claimed reinstatement before the Conciliation Officer in the course of conciliation proceedings, which was contested by the employer. Appreciation all these facts, the Apex Court inferred that there was impeccable evidence that workman had persistently demanded reinstatment, rejection of which brought an industrial dispute into existence.

15. In New Delhi Tailor Mazdoor Union [1979 (30) FLT 195], High Court of Delhi noted that Shambunath Goyal had not overruled Sindhu Resettlement Pvt. Ltd. But it had distinguished it on facts. It was also pointed out that decision of three Judges bench in Sindhu bench in Sindhu Resettlement Pvt. Ltd. could not have been overrules by two Judge bench in Shambunath Goyal. The High Court concluded that decision in Sindhu Resettlment Pvt. Ltd., in case of any conflict between the two decision, must prevail. the High Court held that making of the demand by the workman on the management *was sine qua non* for giving rise to an industrial dispute.

16. The High Court of Madras in Management of Needle Industries [1986 (1) LLJ 405] has held that dispute or difference between management and the workman, automatically arises when the workman is dismissed from service. His dismissal per se creates a dispute or difference between the management and the workman. The Court further observed that "it is nowhere stiputed in the Act, particular in Section 2(k), that existence of the dispute as such is not enough but then there should be a demand by the workman on the management to give rise to an industrial dispute". However, this decision appears to be inconsistent with the ratio of decision in Bombay Union of Journalists(supra) and Sindhu Resettlement (supra). No doubt, for existence of an industrial dispute, there should be a demand by the workman and refusal to grant it by the management. However, a demand should be raised, cannot be a legal notion of fixity and rigidity. Grievances of the workman and demand for its redressal must be communicated to the management. Means and mechanism of the communication adopted are not matters of much significance, so long as demand is that of the workman and it reaches the management. Reference can be made to the precedent in Ram Krishna Mills Coimbatore Ltd. [1984 (2) LLJ 259].

17. The Act nowhere contemplates that the industrial dispute can come into existence in any particular, specific or prescribed manner nor there is any particular or prescribed manner in which refusal should be commuicated. For an industrial dispute to come into existence, written claim is not *sine qua non*. To read into the definition,requirement of written demand for bringing an industrial dispute into existence would tantamount to rewriting the section, announced the Apex Court in Shambunath Goyal (supra). In other words, oral demand and its rejection will as much bring into existence an industrial dispute, as written one. If facts and circumstances of the case show that the workman had been making a demand, which the management had been refusing to grant, it can be said that there was an industrial dispute between the parties.

18. When facts are taken in to consideration, it is evident that Ms. Krishna Sharma deposes that no demand notice was served by the claimant on the Corporation. Copy of notice dated 01.08.2009 is available on the file, which is purportedly addressed to the Corporation. However, claimant had not come forward to open his mouth to press the said notice into service. Therefore, it does not come over the record that the said notice was actually sent to the Corporation. Bold words of Ms. Krishna Sharma bring it to the light of the day that no notice of demand was served by the claimant or the union on the Corporation. Constrained by these facts, it is concluded that the claimant has not been able to establish that demand was raised, which was rejected by the Corporation and as such dispute has acquired status of an industrial dispute. In view of these facts, it is concluded that the claimant has failed to establish that the dispute has acquired status of an industrial dispute.

19. Factual matrix unfolded by Ms. Krishna Sharma, in her affidavit, bring it to the light the Corporation was paying intermittent allowance to chowkidars@ Rs. 130.00 per month who performed duties for more than 10 hours but less than 12 hours, @ Rs. 180.00 per month who performed duties for more than 12 hours but less than 16 hours and @ Rs. 190.00 per month who performed duties more than 16 hours in a day. Workers' Union agitated the demand for payment of overtime allowance in lieu of intermittent allowance. Keeping in view that demand, the Corproation passed a resolution on the basis of which decision dated 15.03.1997 was taken and it was decided to pay overtime allowance to the chowkidars at maxima of 50 hours in a month. Chowkidars were paid overtime allowance amounting to Rs. 625.00 per month on the strength of circular Ex.MW1/B. They were allowed 15 days casual leave, 3 national holidays and compensatory leaves in lieu of duies performed on Sundays and gazetted holidays.

20. Ms. Krishna Sharma declares that Workers Union further demanded for enhancement of overtime allowance, which demand was acceded to and limit of 50 hours was enhanced 100 hours overtime allowance in a month. The chowkidars are paid Rs. 1250.00 per month towards overtime allowance, in pursuance of office order dated 09.05.2011, which is Ex.MW1/C. She declares that the claimant does not perform duties round the clock and has been paid overtime allowance, granted 15 days casual leave, 3 national holidays and compensatory leaves in lieu of duties performed on Sundays and gazetted holidays.

21. When facts referred above are appreciated, it came to light that a demand was raised by the Workers' Union for payment of overtime allowance in lieu of intermittent allowance, which demand was acceded to by the Corporation. The Corporation started paying overtime allowance, subject to a cap of 50 hours per month. Workers' Union again raised a demand for enhancement of maxima limit for payment of overtime allowance, which demand was again conceded to by the Corporation and limit of 50 hours was enhanced to 100 hours overtime allowance in a month. Thus, it is evident that demand for payment of overtime allowance was accepted by the Corporation. When demand of the Workers' Union was accepted and overtime allowance was enhanced, the said demand has not acquired character of an industrial dispute. 15 days casual leave, 3 national holidays and compensatory leaves in lieu of duties performed on Sundays and gazetted holidays are being provided to the chowkidars, including the claimant, Consequently, it is evident that there was no rejection of demand, if any, raised by the Wokers' Union in that regard. As such, no dispute relating to grant of overtime allowance, casual leaves, national holidays and compensatory leaves in lieu of working on Sundays and gazetted holidays had reached the pedestal of an industrial dispute. As such, the claim is liable to be brushed aside on this count too.

22. At the cost of repetition, it is pointed out that Ms. Krishna Sharma deposed that the claimant is being paid overtime allowance @ Rs. 1250.00 per month. Besides payment of overtime allowance, he is granted 15 days casual leave, 3 national holidays and compensatory leaves in lieu of work performed on Sundays and gazetted holidays. Her testimony remained un-assailed. Through unchallenged facts unfolded by Ms. Krishna Sharma, the Corporation has been able to establish that overtime allowance and other benefits in the form of casual leave, national holidays and compensatory leaves were granted to the claimant. His claim is unfounded, even on merit too. These reasons persuade me to announce that no industrial dispute existed and as such reference of the dispute by the appropriate Government for adjudication was incompetent. Even otherwise, Shri Ajay Kumar has been granted overtime allowance, casual leave, national holidays and compensatory leaves, which fact denude substance out of his claim statement. In view of these reasons, his claim statement is brushed aside. An award is passed in favour of the Corporation and against the claimant. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

dated : 18-3-2012

नई दिल्ली, 1 जुलाई, 2013

का.आ. 1483 —औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जम्मू एण्ड कश्मीर बैंक लि॰ के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ के पंचाट (संदर्भ संख्या 2/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.06.2013 को प्राप्त हुआ था।

[सं. एल-12012/01/2010-आईआर (बी-I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 1st July, 2013

S.O.1483.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2010) of the Central Government Industrial Tribunal-cum-labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial dispute between the management of Jammu & Kashmir Bank Ltd., and their workmen, received by the Central Government on 28.06.2013.

[No. L-12012/01/2010-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE SHRI S.P. SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case I.D. No. 2/2010

Shri Mohd. Shafi Bhat son of Late Ali Mohd. House No. 14, Mustafabad, Near Masjid Riaz, Zamakot, HMT, Srinagar (J&K).

... Workman

Versus

The Chairman Jammu & Kashmir Bank Ltd. Corporate Headquarter, Srinagar (J&K)

... Management

APPEARANCES

For the Workman : Shri P.K. Longia,

For the Management : Shri Ashok Jagga.

AWARD

Passed on 12.04.2013

Government of India vide notification no. L-12012/01/2010 (IR(B-I) dated 10.5.2010 has referred the following industrial dispute for adjudication to this Tribunal:—

> "Whether the action of the Chairman of the J&K Bank by terminating the services of Sri Mohd. Safi Bhatt, Cashier-cum-clerk vide order dated 17.9.2001 invoking the clause 522(1) of the Sastri Award was justified without issue of any charge sheet and without conduct of an inquiry in the circumstances where the embezzlement of huge bank money was involved? If not, what relief the workman is entitled to?"

2. On receipt of the reference notices were issued to the parties. Parties appeared: Workman filed the claim statement. The brief facts of the case according to the Applicant/workman Mohd. Shafi Bhatt are that he has served the Management bank for about 29 years with unblemished record. It is pleaded by the workman that on 19.03.2001, the branch manager directed the workman to hold the charge of cash as the person who was performing the duties of cashier had fallen ill. the workman complied the order of the branch manager and on 27.03.2001 when the workman reached the bank for his routine duty, he came to know that some burglary has taken place during the intervening night of 25/26 March 2001 in the said branch and Rs. 7,79, 361.81 paisa were missing. A police report FIR No. 89 of 2001 under Section 457,380 of Ranbir Penal Code lodged by the management. Workman along with Branch Manager was arrested and after that police came to the conclusion that workman was not involved and no formal challan was filed against the workman before any court of law. It is further pleaded by the workman that crime branch Jammu and Kashmir State investigated the matter. In that investigaton also the workman was proved innocent. The report was also filed by the workman along with claim statement.It is pleaded by the workman that after release from the custody of the police, the workman reported to the authorities for resumption of his duties but he was not allowed and ultimately by adopting hire and fire policy, the service of the workman were terminated by invoking Clause 522(1) of the Shastri Award. It is pleaded by the workman that although the order ex-facie is a termination simplicitor but in reality this provision was invoked only to avoid the enquiry in the serious charges leveled against the workman in order to cover up the blue-eyed person who in fact had been involved in the incident of burglary. It is pleaded by the workman that although the workman challenged the termination order before the Hon'ble High Court but the same was not entertained on technical ground and the workman was given the liberty to approach the appropriate forum. It is further pleaded by the workman that action of the management by invoking Clause 522(1) of Shastri Award is totally arbitrary, unjust and against the public policy and it is just slapped upon the petitioner in order to deprive him the right of hearing and to prove his innocence. It is pleaded that this provision has been held against the public policy and void by the Apex Court. It is pleaded that the termination order being passed without holding enquiry against the principle of natural justice and is a result of malafide exercise. Bringing abrupt end of his 29 years unblemished service without affording any opportunity of being heard to the workman in gross violation of principle of natural justice. It is prayed by the workman that order dated 17.09.2001 may be set aside and he may be reinstated in service with full back wages along with all consequential service benefits.Workman mentioned that his service career is attaining age of superannuation in the month of 12/2010.

3. Written statement filed by the management. Preliminary objection has been taken that present reference is not maintainable as the workman was simply discharge from Service under Para 522(1) of Shastri Award and the discharge is not stigmatic in the circumstances of the case and the enquiry was not held because of considering the grim State of law and order situation in valley. It is pleaded that banking is as public utility service upon which the entire economy and commerce is based. Brief facts as enumerated by the management in the written statement are that domestic investigation was conducted in the matter which revealed that the workman after taking over the charge of cashier on 19.3.2001 had a

chance of deal with the cash and during this period an amount of Rs. 7,79,361.81 paisa was found to have disappeared. It is revealed during the course of domestic enquiry that on 24.03.2001 there was general strike in the valley but the branch was opened and customer of the bank who was proprietor of Valley view Services-Station deposited 3,06,000/- in cash with the branch in their account and obtained a demand-draft. The workman took the cash and master-key from the branch manager and kept the cash in the safe. Previous day balance was 5,73,361.81 Paisa. At around 1.25 PM being Saturday, public transactions were entertained upto 12:00 O'clock. One customer Nazir Ahmed Wagay came and requested for payment on third party cheque for Rs. 1,00,000. Firstly, the branch manager refused the payment but on insistence, the branch manager instructed the workman to make payment of cheque and again handed over the master key of the cash to the workman. After having the master key the workman brought the cash from the same and made the payment to the customer and handed over the master key to the branch manager in the presence of the staff. After 3.30 PM when all the staff member left the branch, the workman as per domestic investigation, operated the safe himself. And on 27th March it was found the cash, was missing from the safe. FIR was lodged by the bank under Sections 457 and 380 and police arrested the workman along with staff and questioned the staff member. Police fail to nail the culprit and closer report was filed in the Court in which departmental action was suggested. It is further pleaded that in the trouble torn State of J & K the police could not succeed in investigation and bringing the accused to book and concluded the investigation in perfunctory manner and in view of the report of the domestic investigation it was legitimately considered that disciplinary proceedings not possible against the workman and as the bank management lost the confidence in the workman, therefore, competent authority simply terminated the services of the workman by invoking Clause 522(1) of Shastri Award, Relevant Clause 522 is produced below:-

> "Section IV-Procedure for termination of employment.

522 We now proceed to the subject of termination of employment. We give the following directions:-

(1) In cases not involving disciplinary action for misconduct and subject to clause (6) below the employment of a permanent employee may be terminated by three months 'notice or an payment of three months' pay and allowances in lieu of notice. The services of probationer may be terminated by one month's notice or on payment of a month's pay and allowances in lieu of notice.

(2) A permanent employee desirous of leaving the service of the bank shall give one month's notice in writing to the manager. A probationer desirous of leaving service shall give 14 days' notice in writing to the manager. A permanent employee or a probationer shall, when he leaves service, be given an order of relief signed by the manager.

(3) If any permanent employee leaves the service of the bank without giving notice he shall be liable to pay the bank one month's pay and allowances. A probationer, if he leaves service without giving notice, shall be liable for 14 days pay and allowances.

(4) The services of any employee other than a permanent employee or probationer may be terminated, and he may leaves service, after 14 days notice. If such an employee leaves service without giving such notice he shall he liable for a weeks pay (including all allowances).

(5) An order relating to discharge or termination of service shall be in writing and shall be signed by the manager. A copy of such order shall be supplied to the employee concerned.

(6) In cases of contemplated closing down or of retrenchment of more than five employees, the following procedure shall be observed:-

(a) two months' notices of such proposed action shall be given individually to all the employees concerned, with a statement of the reasons for such proposed action:

(b) the manager or an officer empowered in this behalf shall within the period of such notice hear any representation from the employees concerned or any registered union of bank employees:

(c) after the hearing of such representation and the receipt of a report in the matter, if necessary, by the management. if it decides to give effect to the contemplated closing down or retrenchment in the original or an amended from the services of the employees may be terminated by giving notice or payment in lieu thereof for the periods prescribed above."

4. It is further pleaded by the management that bank is within its right to resort to this provision which has been even upheld by this Hon'ble Tribunal in five cases decided by this Tribunal earlier. It is further pleaded in the written statement that in case this Tribunal hold the view that some enquiry or others synonymous proceedings were required in the instance case: The Hon'ble Tribunal may inquire into entire episode itself about the genuineness of the action of the bank which seek permission in that eventually to permit both the parties to lead their respective evidence though the Bank management is not accepting anything wrong with its decision to proceed under Clause 522. It is further pleaded that this reference is not maintainable as the

Shastri Award or bipartite settlement is not under challenge in the present reference. Workman is not entitled to any relief and the workman has no right to be reinstated in service. The Pension Regulations applicable to the bank are not attracted in the present case as the resignation or dismissal or removal or termination of an employee from the service of the bank shall entail fore-feature of his past service and the workman was not qualify for pensionary benefits. At present the workman was being paid approximately Rs. 6000 per month as compassionate allowance as per IBA guideline. It is further pleaded that the termination of service of the workman is without any stigma, therefore, he cannot raise any grievance. Other contention of the workman have been denied and it was submitted that the action of the management in terminating the service of the workman is legal and justified and the workman is not entitled to any relief. Along with the written statement the management placed on record the order dated 17.09.2001 i.e. termination order and copy of the award dated 06.09.2005 passed by this Tribunal in five cases. Order passed by the Hon'ble High Court dated 25.04.06 has also been placed on the file. The management also placed on record the order dated 12.11.2003 whereby Mr. Mohammed Ayoub Khan Senior Manager the co-accused of the workman was given punishment of stoppage of one increment as and when fall due with permanent effect for two years and also warned to remain cautious and careful in future. Another order dated 30.09.2003 of Mr. Mustaq Ahmed Sheikh who was working as clerk-cum-cashier along with the workman has also been placed on record in which punishment of censure and warning to remain cautious and careful in future was awarded.

5. The workman filed detailed replication to the written statement in which it is categorically submitted that other two persons i.e. branch manager and cashier were given the punishment after holding departmental enquiry and the workman was punished without providing any opportunity of defence as his service was terminated by invoking the Clause 522(1) of the Shastri Award without holding any domestic enquiry. Other co-accused i.e. manager and cashier were let-off by awarding minor punishment whereas the workman was awarded punishment of termination from service under the garb of non-stigmatic termination having far reaching effects on the life and family of the workman who was having 29 years of unblemished record of service and he was not even allowed pension as not covered under the Pensionary Regulations applicable to the bank.

6. I have heard at length the learned counsel of both the parties and gone through the record and relevant provision 522(1) of the Shastri Award.

7. It is a case where the bank management choose to resort to the Clause 522(1) of the Shastri Award and terminated the services of the workman. It is contended by the learned counsel for the workman that as per admitted facts, four persons were taken into custody for the theft of Rs. 7,79,361.81 paisa which came to the knowledge of the bank on 27th March, 2001. Police investigation failed to nail the culprits and police filed the closure report. It is submitted by the learned counsel for the workman that against the other three accused, departmental proceedings were held and after concluding of the departmental proceedings, all three were let off by awarding minor punishments but no enquiry was conducted against the workman and his services were terminated simply by invoking Clause 522 of the Shastri Award. This action of the management is arbitrary, malafide and against all canon of the principle of natural justice which is against the settled law of land. The workman was punished without affording any opportunity of being heard & defence. He was awarded the punishment of most severe nature without even serving of any charge-sheet or show cause notice under the garb of non-stigmatic order which have fare reaching effects on the life and family of the workman. The management was acting malafidely as the co-accused were given the opportunity of defence in the departmental proceeding and the workman was simply turned-out from the service by passing order under Clause 522 which is not mandatory but directory in nature. The Hon'ble Supreme Court in various case laws settled the principle of law that no one should be condemned without affording him on any opportunity of hearing and defence. Therefore, the action of the management which is discriminatory, malafide and against the principle of natural justice may be set aside and the workman may be ordered to be reinstated in service with full back-wages and the consequential benefits from services with effect from 17.09.2003.

8. On the other hand learned counsel for the management submitted during arguments that the order has been passed as per the Sastri Award which is applicable to the bank and the other five awards passed in favour of the management by this Hon'ble Tribunal on the same question on validity of Clause 522 were decided in favour of the management and the action and management in the cases which was taken under Clause 522 were held to be legal and justified. It is further submitted during arguments that as the order under Clause 522 is not a stigmatic, therefore, no enquiry is required and at that time there was militancy in the State of J&K, and in the case of the workman, the domestic enquiry was not possible though it is admitted by the learned counsel for the management that domestic enquiry was conducted against other three accused and punishment has been awarded as per their role found in the theft of bank money which came to the knowledge of the bank on 27th March, 2001. Therefore, action of the management is legal and justified and the workman is not entitled to any relief.

9. The management submitted that services of the workman were terminated by invoking clause 522(1) of Sastry Award. In this context, the management cited order dated 17.09.2001 passed by the Chairman of the J&K Bank wherein it is mentioned that in the interest of the bank hereby order the termination of the service of Mohd. Shafi Bhat son of Shri Ali Mohd. Bhat (Workman). In this order it has also been mentioned that workman shall get three months pay in lieu of notice as envisaged under clause 522(1).

10. Although there is no mention of any reason for termination of the services of the workman but as the workman has already put in 29 years of services with the institution yet he has not been issued any show cause notice or change sheet. Although there is no mention of any fact but chain of facts and circumstances reveal that the workman services were terminated consequent upon the incident of theft in the bank on 25/26 March 2001. It is pertinent to mention here that in the theft of Rs. 779361.81 paisa, not only workman but also the branch manager and clerk-cum-cashier and peons were interrogated by the police and police could not collect sufficient evidence and police submitted the closure report. From the perusal of the file. It reveals that senior Manager Mr. Mohd Ayub Khan, Mr. Mustaq Ahmed Sheikh Cashier-cum-clerk were charge sheeted in the matter of theft of Rs. 779361.81 paisa for negligence. Order dated 12.11.2003 shows that Mohammad Ayoub Khan Senior Manager was punished for stoppage of one increment as and when fall due with permanent effect for two years and also warned to remain cautious and careful in future. Mr. Mustaq Ahmed Sheikh cashier-cum-clerk vide order dated 30-09-2003 was censured Ahmed Sheikh cashier-cum-clerk vide order dated 30-09-2003. was censured and warning to remain cautious and careful in future. But the workman was neither given any charge sheet, nor any show cause notice. Thus the workmen was discriminated with other co employees who were involved in this incident.

11. Learned counsel for the workmen placed reliance on 2004 (4) SCT 125 Kulwant Singh Vs. State of Haryana. 2010 (5) SLR 285 State of PunjabVs. Baljinder Singh 2005(1) SCT 106 Surinder Pal Kaur Vs. State of Punjab 2011 (4) SLR 192. The Dhotian Cooperative Agricultural Service Society Ltd. Vs. Wirsa Singh and other ,2010 (4) LLJ 821 Union of India Vs. Mahaveer C.Singhvi,2009(1) SCT 225 The Ambala Cooperative Bank Ltd. Vs. The Presiding Officer, Labour Court, 1996(4) SCT 772 Rajinder Kumar Vs. State of Haryana and 1993(2) SLR 640. The management of New Delhi Tuberculosis Centre Vs. Lt. Governor of Delhi. In all these case laws it has been held that if the order has been passed on the basis of some misconduct without holding proper enquiry and in violation of the principles of natural justice the same is liable to be quashed.

12. Thus from the facts and circumstances, the termination order dated 17.09.2001 passed by the Chairman of J&K Bank is stigmatic to the workman and without conducting any enquiry and without providing the workman any opportunity of defence can not be sustained and the same is set aside.

13. It is pertinent to mention here that the workmen moved SWP No. 1975/2001 before the Hon'ble J&K High Court Photocopy of the order dated 6-9-05 passed by the Hon'ble J&K High Court have been filed. Relevant portion of the order is as under :—

> "Under the said order the bank has among other things directed release of Rs. 3310/-PM in favour of the petitioner as compassionate allowance in lieu of pension which they claim is not payable to the petitioner. Petitioners counsel stated that this part of matter along with the other be made subject to the out come of writ petition. Accordingly the petition is disposed of with the observation that the aforesaid order passed by respondent bank petitioners representation shall be subject to out come of writ petition. CMP disposed of accordingly."

14. Thereafter the Hon'ble' J&K High Court on 25.4.2006 passed the following order:

> "In view of the full bench judgment passed in SWP No. 960-A/1992.1137/94&2133/2000 titled Firdous Ahmed Tanki Vs. J&K Bank Ltd. and others. Chandji Koul Vs. J&K Bank Ltd. & others and Sham Lal V. The J&K Bank Ltd. And others, on 3.4.2006. the present petition is not maintainable. This petition is therefore, dismissed. The petitioner may seek appropriate remedy from the appropriate forum. Dismissed."

15. The workman is his claim statement mentioned that he attained the as of superannuation is the month of December 2010. Management in its written statement mentioned that at present the workman is getting compassionate allowance approximately Rs.6000 per month.

16. As regards relief to the workman is concerned. As the order dated 17.9.2001 has been quashed. The natural consequences would be the reinstatement in service. But the workman attained the age of superannuation in 12/2010. Therefore. Reinstatement in this case is not possible. But taking into consideration facts and circumstances of the present case and also taking into consideration the fact that there is a loss of bank amount to the tune of Rs. 779361.81 paisa, the end of justice would be met if the workman is allowed 40% of the back wages from the date of termination i.e. 17.9.2001 to the date of superannuation after adjusting compassionate allowance and amount of three months pay

already paid to the workman. Wages to be computed on the basis of the pay drawn on the date of termination. The amount so paid to the workman shall be subject to the result of the departmental enquiry. The management is directed to conduct and conclude the department enquiry according to rule within three months from The date of receipt of the copy of this award. The reference is answered accordingly. Central Govt. Be informed.

Chandigarh.
12.4.2013

S. P. SINGH, Presiding Officer

नई दिल्ली, 1 जुलाई, 2013

का.आ. 1484 — औघोगिक विवाद अधिनियम, 1947 (1974 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेडीकल सुपरिनटेन्डेन्ट, सफदरजंग होसपिटल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 122/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-2013 को प्राप्त हुआ था।

[सं. एल-42012/238/2010-आई.आर. (डी. यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 1st July, 2013

S.O. 1484.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2011) of the Central Government Industrial Tribunal-cum- Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the The Medical Superintendent, Safdarjung Hospital and their workman, which was received by the Central Government on 24.06.2013.

[No. L-42012/238/2010-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 122/2011

The General Secretary,
Safdarjung Aaspatal
Karamchari Sangharsh Union,
Office: G-484, Sri Niwas Puri,
New Delhi-110065 ....Workman

Versus

The Medical Superintendent,
Safdarjung Hospital,
New Delhi-110029 . . .Management

AWARD

Reduction of exisiting hours of work in the standard working day and working week without loss of wages has been a long standing traditional goal of trade unions. Normally reasons are given that reducation in existing hours of work will, (i) improve health of workers, and (ii) generate additional employment. Under existing labour enactments weekly hours do not exceed 48 hours. Where in an establishment there are 3 shifts working, hours of work amount of 45 per week, as each shift is generally of 8 hours duration including half an hour rest interval. The trade unions have been striving to seek and suggest a 40 hours week, a 5 day week with 8 hours a day.

2. The Factories Act 1948 makes provision to the effect that every week the workman should have atleast one day as holiday, either on Sunday or any other day. Development of paid holiday and leave practice, consisting largely of paid leave and paid holiday, reflects what might be called "a quest for leisure". Various enactments such as the Factories Act, the Shops and Commercial Establishment Act or any other analogous Acts have made reasonable provisions for leave. The labour enactments provide for minimum statutory leave to which employee are entitled. However an employer may provide for additional earned leave facilities for his employees. Within the prescribed limits, the employers have right to alter the period of work or weekly off day provided he gives necessary intimation of the change as required by the Standing Order or other provisions of law applicable to him. Unilateral action on the part of the employer changing conditions of service to the prejudice of his employees have been prevented by the Industrial Disputes Act 1947 (in short the Act). By compliance of provisions of Section 9-A of the Act, an employer may effect change in conditions of service of his employees.

3. The Safdarjung Hospital Karamchari Sangharsh Union (in short the union) felt aggrieved when Safdarjung Hospital (in short the hospital) issued an office order dated 13-08-08 wherein it was declared that group C & D staff, working in the main kitchen of the hospital, would be entitled to weekly day off as per the staff working in the other departments. Natural corollary was that office order dated 03-08-04, on the strength of which group C & D employees working in the main kitchen of the hospital used to get 8 days off in a month plus 3 National Holidays or 3 additional day off in lieu of national holidays, was withdrawn to their prejudice. The union took up the matter and raised an industrial dispute before the Conciliation

Officer. Since the hospital contested the claim, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-42012/238/2010-IR(DU) New Delhi, dated 11.04.2011 with following terms:

> "Whether the action of the management of Safdarjung Hospital, New Delhi in depriving the 8 days off in a month and 3 National Holidays in a year i.e. 99 days (12x08=96+03) to the group 'C' & 'D' staff of main kitchen of the Safdarjung Hospital after granting the same to them in compliance of Ministry of Health & Family Welfare (D/o Health) Office Order dated 11-09-1997 implemented by the management of Safdarjung Hospital vide their Office Order No.1-1/2004 Coordn. dated 03-08-2006 for 02 years and withdrawing/stopping the same to them under their office order No. 2-19/2008-Coordn. dated 13-08-2008, without following the Section 9-A of the Industrial Disputes Act, 1947, is legal and justified? What relief the workmen concerned are entitled to and from which date?"

4. Claim statement was filed by the union pleading that 44 group 'C' & 'D' employees, working in the main kitchen of the hospital, work in shift duties. The hospital vide order dated 3-8-04, in compliance of order dated 11-09-90 issued by Ministry of Health and Family Welfare, Govt. of India, New Delhi, extended benefit of 8 days off in a month plus 3 additional days off in lieu of national holidays to them. The kitchen staff, working in the main kitchen, availed facility of 8 days off in a month for more than 4 years. However the hospital, in a vindictive manner, issued order dated 13-8-2004 and declared that the kitchen staff would be entitled to weekly off days as applicable to the employees working in other departments. The union presents that claim of the hospital, that there was no shift duty in the kitchen, was patently wrong. The employees work in 2 shifts from 6 am to 1 pm and 1 pm to 8 pm, with a 30 minutes break in rotation. They are performing duties for 39 hours per week. They get one off day in week, besides 16 days Gazetted Holidays in a year. Employees working in other departments work from 9 am to 4 pm with half an hour break in between. They perform 5 days duties in a week. Therefore, employees working in main kitchen cannot be put at par with employees working in other departments.

5. The union presents that kitchen staff, working in RML Hospital, Lady Harding Medical College and Sucheta Kriplani Hospital and Lok Nayak Hospital, New Delhi, are getting 8 days off in a month. The employees of the aforesaid hospitals are working in shift duties and principles of practice previlant in region cum industry basis would make kitchen staff of the hospital eligible for 8 days off in a month. A claim has been made that an award may be passed in favour of the kitchen staff of the hospital granting them benefit of 99 days off in a year with effect from14-8-08.

6. Claim was demurred by the hospital pleading that it is not an industry hence provisions of the Act are not applicable to it. It has also been projected that group 'C'& 'D' employees, working in the main kitchen, do not perform shift duties. They perform morning and evening duties. They are not required to work in night shift and hence are not entitled to 8 days off in a month, besides 3 additional days off in lieu of National Holidays. The hospital projects that order dated 3-8-2004 was rightly withdrawn since the kitchen staff does not work in 3 shifts. Claim put forward by the union has no substance. The hospital pleads that the claim may be dismissed and an award may be passed against the union.

7. Shri Rajbeer Gaur and Dharam Pal testified facts on behalf of the union. Shri Lokmanya Singh deposed facts on behalf of the hospital. No. other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri Sunil Kumar, authorised representative, advanced arguments on behalf of the union. Shri Atul Bharadwaj, authorised representative, raised submissions on behalf of the hospital. Written arguments were also filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows.

9. At the outset Shri Bhardwaj argued that the hospital is not an industry. According to him no economic activity, which can be said to be analogous to trade or business, is being carried out by the hospital. He presents that the activities and functions of the hospital are sovereign functions, hence it cannot be termed as an industry. Contra to it, Shri Sunil Kumar presents that the activities of the hospital satisfy triple test, laid down by the Apex Court in Banglore Water Supply and Severage Board Case (1978 Lab. I.C. 467). He presents that the hospital is an industry and contention advance by Shri Bhardwaj are unfounded.

10. Since the hospital claims not to be an industry, it would be expedient to have a glance on the definition of the term "industry". Sec 2(j) of the Act defines "industry", which definition is extracted thus:

> "Industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, services, employment, handicraft, or industrial occupation or avocation of workmen.

11. The definition of "Industry" is both exhaustive and inclusive. It is in two parts. The first part says that if "means any business, trade, undertaking, manufacture or calling of employers" and then goes to say that it "includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen." Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation.

12. Gloss was put on the definition of word "industry" by the High Courts and the Apex Court time and again. The question as to what is "industry" has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of "industry", would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an "industry", Various cases would show that the Apex Court have been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression "undertaking" used in the definition. In Bangalore Water Supply and Sewerage Board (supra) the Apex Court reviewed the earlier decisions on interpretation of the wide encompassed in the definition and formulated positive and negative principles for identifying "industry", as enacted by clause (j) of Section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus:

I. "industry" as defined in S. 2(j)—and explained in Banerji (AIR 1953 S.C. 58) has a wide import.

(a) Where (i) systematic activity, (ii) organized by co-operation between employer and employee (the direct and substantial element is chemirical) (iii) for the production and /or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) prima facie, there is an "industry" in that enterprise.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to overreach itself.

(a) "Undertaking" must suffer a contextual and associational shrinkage as explained in Banerjee and in this judgment, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in I (supra), although not trade or business, may still be 'industry' provided the nature of activity, viz. the employer—employee basis, bears resembalance to what we find in trade or business. This takes into the fold 'industry' undertaking, calling and services, adventures, "analogous to the carrying on the trade or business". All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for a resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

(a) The consequences are (i) professions, (ii) clubs (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindered adventures, if they fulfil the triple tests listed in 1 (supra), cannot be exempted from the scope of Section 2(j).

(b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple

ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

IV. The dominant nature test:

(a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not "workmen" as in the University of Delhi case (AIR 1963 SC 1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 SC 675) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.

(b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.

(c) Even in department discharging sovereign fuctions, if there are units which are industries and they are substantially severable, then they can be considered to come within S. 2(j).

(d) Constitutional and competently enacted legislative provisions may remore from the scope of the Act categories which otherwise may be covered thereby.

V. We overrule Safdarjung (AIR. 1970 SC 1407), Solicitors' case (AIR 1962 SC 1080), Gymkhana (AIR 1968,SC.554), Delhi University (AIR 1963 SC 1873), Dhanrajgirji Hospital (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the Hospital Mazdoor Sabha (AIR 1960 SC 610) is hereby rehabilitated."

13. The Hospital attempts to place reliance on a precedent which has been overruled by the Apex Court. Commenting on observations made in Safdarjung Hospital case (supra), the Apex Court in Bangalore Water Supply and Sewerage Board (Supra) ruled that it could not possibly agree that running a hospital which is a welfare activity and not a sovereign function, cannot be "industry". Hospital facilities, research products and training services are "service", hence "industry" and absence of profit or functions of training and research would not take the institution, out of the scope of "industry". Accordingly the Apex Court ruled that its decision in Safdarjung Hospital case was wrong and activity of running a hospital was not legal activity of the State, hence would fall within the definition of "industry" in as much as the activity would be industry if run by private citizens. Thus it is crystal clear that the hospital took a wrong stand and the same is discarded.

14. Next question, which requires consideration, is as to whether the hospital was under an obligation to comply with the provisions of Section 9-A of the Act, before altering conditions of service of group 'C' and 'D' employees working in the kitchen. It would be expedient to consider provision of Section 9-A of the Act which are reproduced below:

"9A. Notice of change.—No, employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice—

Provided that no notice shall be required for effecting any such change—

(a) where the change is effected in pursuance of any (settlement or award) or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or

regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply".

15. As noted above proviso to Section 9A of the Act dispenses with the requirement of notice in the following cases:—

(a) Where the change is effected pursuant to any settlement or award or

(b) Where the workman likely to be affected by the change are the persons to whom the following statutory rules apply:

(i) Fundamental and Supplementary Rules;

(ii) Civil Services (Classification, Control & Appeal) Rules;

(iii) Civil Services (Temporary Service) Rules;

(iv) Revised Leave Rules;

(v) Civil Service Regulations;

(vi) Civilians in Defence Services (Classification, Control & Appeal) Rules; or

(vii) Indian Railway Establishment Code;

(viii) Any other Rules or Regulations that may be notified in this behalf by the appropriate Govt. in the Official Gazette.

16. Though Shri Lokmanya Singh opts not to speak even a single word to the effect that group 'C' & 'D' employees of the hospital, working in the main kitchen, are subject to Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, and Revised Leave Rules, yet Shri Sunil Kumar could not dispel that these rules are applicable to them. Admittedly group 'C' & 'D' employees of the hospital are Govt. servants, under control and supervision of Ministry of Health & Family Welfare, Govt. of India, New Delhi. Being Govt. servants, Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, and Revised Leave Rules are applicable to them. It is nobody's case that group 'C' & 'D' employees of the hospital, working in the kitchen, are not governed by the aforesaid rules. Consequently it is clear that the case falls within the exception contained in proviso to Section 9A of the Act. The hospital was not under an obligation to comply with the provisions of Section 9A of the Act, before altering the conditions of service of group 'C' & 'D' employees of their prejudice. No illegality was committed by the hospital when office order dated 13.08.2008 was issued, wihtout serving a notice on them as contemplated by the provisions of Section 9A of the Act. The hospital was under no obligation to serve a notice on group 'C' & 'D' employees to afford them an opportunity to consider the effect of proposed change and if necessary to present their point of view on the proposal.

17. However there is other facet of the coin. Shri Rajbeer Gaur unfolds in his affidavit Ex. WW1/A, tendered as evidence, that *vide* order dated 3-8-04 the hospital extended benefit of 8 days off in a month plus 3 additional days off in lieu of National Holidays to its group 'C' & 'D' employees. Group 'C' & 'D' employees perform duties in shifts. Above benefits were withdrawn vide order dated 13-8-08, copy of which is Ex. WW1/4. He further declares that kitchen staff, working in Ram Manohar Lohiya Hospital, Lady Harding Medical College and Sucheta Kriplani Hospital, Govind Ballabh Pant Hospital and Lok Nayak Hospital, perform their duties in 2 shifts. They get 8 days off in a month, besides 3 additional off days in lieu of National Holidays in year. Facts unfolded by Shri Rajbeer Gaur were not disputed by the hospital. Shri Lokmanya Singh presents that group 'C' & D' employees of the kitchen work in morning as well as evening duties.

18. Admittedly group 'C' & 'D' employees of the kitchen do not perform night shift duties. However they work on 6 days, since one day off is given to them in a week. Employees, working in other department of the hospital, perform duties from 9 am to 4 pm and get 52 offs being Sundays, 52 half day off on Saturdays and 16 gazetted holidays in a year. On the other hand group 'C' & 'D' employees working in the kitchen get 52 offs on Sundays and 16 gazetted holidays in a year. Thus they get 26 less off days then the staff working in other departments of the hospital.

19. Now it would be considered as to whether employees, working in the kitchen of the hospital, are to be treated alike as employees working in other departments are treated. For an answer legal provisions are to be taken note of. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointment,s (b) promotions, (c) termination of employment, (d) and matters relating to salary, periodical

increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all mattes in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

20. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

21. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the under privileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

22. Now it would be seen as to whether group 'C' & 'D' employee of the hospital, working in the kitchen, are on the same pedestal on which employees of the hospital, working in the other departments, are? As projected above, employees working in the other department of the hospital work for 1/2 day on Saturdays. They work from 9 am to 4 pm with half an hour break in between. Thus their working hours are six and a half hours a day. Group 'C' & 'D' employees of the kitchen perform morning or evening duties *viz*. from 6 am to 1 pm and 1 pm to 8 pm with 30 minutes break in rotation. Thus they also perform 6 and a half hours duty in a day. They get one weekly off, besides 16 gazetted holidays in a year. In addition to these weekly off and gazetted holidays an employee working in the other departments of the hospital, gets half day off on Saturdays. He gets 26 more off days in a year. Therefore an employee, working in the other departments of the hospital, is better placed them group 'C' & 'D' employees of the hospital, working in the kitchen. Resultantly, it is clear that employees working in other department of the hospital are differently placed then the employees working in the kitchen. Unequals have been treated as equals by the hospital. This treatment is discriminatory and cannot be allowed to sustain.

23. Facts can be considered from another angle also. It is well known that the Act and industrial adjudication seek to attain similarity or uniformity in terms of service in the same industry existing in the same region, as far as it may be practicable or possible, without doing injustice or harm to any particular employer or a group of employer. In the matter of providing off days, industrial adjudication prefers to have same conditions of service in the same industry situated in the same region. Precedent in Rai Bahadur Dewan Badri Das [1962 (2) LLJ 366] lays down the same proposition relating to conditions of earned leaves prevailing in the comparable industry in the region. Same legal position was reiterated in Gramophone Company Ltd. (1964 (2) LLJ 131) and Indian Oxygen Ltd. [1963 (1) LLJ 264]. Thus it is crystal clear that off days in a week granted in comparable hospitals to the kitchen staff would lead this Tribunal to command the hospital not to make any discrimination with its group 'C' & 'D' employees, working in the kitchen.

24. Resultantly the Tribunal is of the view that the hospital cannot deal group 'C' & 'D' employees in a different manner then the employees at par, working in different hospitals in the same region. Employees, working in kitchen of Ram Manohar Lohiya Hospital, Lady Harding Medical College and Sucheta Kriplani Hospital, Govind Ballabh Pant Hospital and Lok Nayak Hospital, enjoy two days off in a week, besides three additional off days in lieu of national holidays in a year. These hospitals are comparable industries in the same region. Employees of the hospital, working in the kitchen, are entitled to same facility in the matter off days in a week as employees in comparable industries in the same region are getting. The order dated 13/8/08 cannot sustain on this court too.

25. In view of forgoing reasons order dated 13/8/08 issued by the hospital is liable to be set aside. The order dated 13/8/08 is consequently brushed aside. The hospital is commanded to maintain the very position in respect of off days in a week available to group 'C' & 'D' employees, working in the kitchen, as was in existence prior to issuance of order dated 13/8/08. Resultantly group 'C' & 'D' employees of the hospital, working in the kitchen, shall avail 8 days off in a month, besides 3 additional off days in lieu of national holidays in a year. An award is, accordingly, passed in favour of the union and against the hospital. It be sent to appropriate Government for publication.

Dated: 14.06.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 1 जुलाई, 2013

का.आ. 1485 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जरनल मैनेजर, एम.टी.एन.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्ष्दिट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं॰ 1, नई दिल्ली के पंचाट (संदर्भ संख्या 201/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2013 को प्राप्त हुआ था।

[सं॰ एल-40012/191/2002-आईआर(डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 1st July, 2013

S.O. 1485.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 201/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the The Chief General Manager, MTNL and their workman, which was received by the Central Government on 24.06.2013.

[No. L-40012/191/2002-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KAR KARDOOMA COURTS COMPLEX, DELHI

I.D.No. 201/2011

Shri Ashok
A-187, West Vinod Nagar,
New Delhi-92. . . .Workman

Versus

The Chief General Manager,
MTNL, Janpath,
New Delhi-110001 ...Management

AWARD

A part-time sweeper was engaged by Mahanagar Telephone Nigam Limited (in short the Nigam). He performed his duties intermittently. His services were dispensed with in October 1996. Feeling aggrieved by that Act, he approached the Central Administration Tribunal (in short the CAT) for relief. His petition was disposed of by the CAT for want of jurisdiction. Thereafter the part-time sweeper, alongwith others, approached the High Court of Delhi for redressal of his grievance. His writ petition also came to be dismissed. Ultimately, he approached the Conciliation Officer, who entered into conciliation proceedings. Since the Nigam contested his claim, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication *vide* order No. L-40012/191/2002-IR(DU) New Delhi dated 21.03.2003, with following terms:

> "Whether action of the management in terminating services of Shri Ashok ex Part-time worker with effect from 31.10.1996 is justified? If not, to what relief the workman is entitled to and from which date?"

2. Claim statement was filed by the part time sweeper, namely, Shri Ashok, pleading therein that he was appointed by Nigam as sweeper on 07.04.1994, on his name being sponsored by the employment exchange. Initially, he performed his duties from 07.04.1994 till October 1994 at ISBT office of the Nigam. After a break, he was again engaged as a sweeper with effect from August 1985. He performed his duties sincerely to the entire satisfaction of his superiors. He served the Nigam till December 1996, when his services were abruptly terminated by way of oral orders.

3. Claimant projects that he rendered continouous services with the Nigam till the date of termination of his service, without any break. He was entitled to be conferred temporary status, in pursuance of scheme notified by the Government of India. No termporary status was conferred on him. On the other hand, after termination of his services, the Nigam employed fresh candidates, namely, Dharmender, Vinod Sonu, Babu, Ajay, Shyam, Sikander, Jaipal, Naresh, Ms. Bobby and Bala without giving him an opportunity of re-employment. He presents that action of the Nigam in terminating his services a arbitrary and illegal. He claims to be unemployed since the date of his termination of service. Relief of reinstatement in services with continuity and full back wages has been claimed by the claimant.

4. The Nigam demurs the claim projecting that services of the claimant were never requisitoned through employment exchange. It has been denied that initially he was appointed as sweeper on 07.04.1994. It has also been denied that in the first spell, he worked with the Nigam from 07.04.1994 till October 1994. It has also been disputed that after a break, he was again engaged with effect from August 1994. It is denied that he worked till December 1996. The Nigam presents that he was engaged as a part time sweeper on daily basis subject to availability of work. He had not rendered continous service of 240 days in a calendar year, as claimed by him.

5. His case is not covered under the scheme for grant of temporary status. He had not rendered continuous

service required for grant of temporary status, as mentioned in the scheme. Being part time weeper, he has no case for grant of temporary status. When no work was available, his services were not engaged. Claim put forward by Shri Ashok for rinstatement in service with continuity and full back wages is liable to be dismissed, being misconceived, pleads the Nigam.

6. On persual of pleadings, following issues were settled by my predecessor.

(1) Whether claim is liable to be rejected in view of preliminary objection No. 1, taken in the written statement?

(2) As in terms of reference.

(3) Relief.

7. *Vide* order No. Z-22019/6/2007-IR(C-II), New Delhi dated 11.02.2008, case was transferred to Central Government Industrial Tribunal No. 2, New Delhi for adjudication by the appropriate Government. It was retransferred to this Tribunal *vide* order No.Z-22019/6/ 2007-IR(C-II) dated 30.03.2011 for adjudication by the appropriate Government.

8. Claimant examined himself in support of his claim. Shri Jarjap Singh, entered the witness box to fend facts on behalf of the Nigam. No other witness was examined by either of the parties.

9. Arguments were heard at the bar, Shri G.V. Gopinathan, authorized representative, advanced arguments on behalf of the claimant. Ms, Neha Bhatnagar, authorized representative, presented facts on behalf of the Nigam. I have given my careful consideration to the arguments advanced at the bar and cautiously persued the record. My findings on issues involved in the controvery are as follows:—

Issue No. 1

10. As record tells, services of the claimant were dispensed with in the year 1996. He approached the Conciliation Officer in the year 2002, seeking redressal of his grievances. When concillation proceedings ended into a failure, concilliation Officer submitted his report to the appropriate Government, *vide* order No. ALF-II/7/ 83/01 dated 05.08.2002. On consideration of failure report, the appropriate Government referred the dispute to this Tribunal for adjudication on 21.03.2003. Thus thrus of contention of the Nigam has been that the appropriate Government has not taken into account delay caused in raising the dispute. In the written statement, a claim was made to the effect that reference of the dispute was made for adjudication to the Tribunal without application of mind to the facts. Shri Gopinathan presents that this delay in making reference would not come in the way of the claimant.

11. Section 10(1) of the Industrial Disputes Act. 1947 (in short the Act) does not prescribe any period of limitation for making reference of the dispute for adjudication. The words 'at any time' used in sub section (1) of Section 10 of the Act does not admit of any limitation in making an order of reference. Law of limitation, which might bar any Civil Court from giving remedy in respect of lawful rights, cannot be applied by Industrial Tribunals. However, policy of industrial adjudication is that stale claim should not be gnerally encouraged or allowed unless there is satisfactory explanation for delay. In Shalimar Works Ltd. [(1959 (2) LLJ 26)], the Apex Court pointed out that though there is no limitation prescribed in making reference of the dispute to Industrial Tribunal, even so, it is only reasonable that disputes should be referred as soon as possible after having arisen and on failure of conciliation proceedings. In Western India Match Company [1970 (2) LLJ 256)] the Apex Court observed that in exercising its discretion, the Government will take into account time which has lapsed between its earlier decision and the date when it decides to consider it in the interest of justice and industrial peace to make the reference for adjudication. Same view was taken in Mahabir Jute Mills Ltd. [1975(2)LLJ 326)].

12. In Gurmail Singh [2000(1) LLJ 1080)] industrial adjudicator dismissed the reference on the ground that there was delay of 8 years in raising the dispute, which delay was condoned by the Apex Court and it was ordered that the workman would not be entitled to any back wages for the period of 8 years but would be entitled to 50% of wages from the date he raised the dispute till the date of his reinstatement. In Prahalad Singh [2000 (2) LLJ 1653)], the Apex Court approved the award of the Tribunal in not granting any relief to the workman who preferred the claim after a period of 13 years without any reasonable or justifiable grounds. From above decisions, it can be said that the law relating to delay in raising a reference of dispute is bereft of any principles, which can be easily comprehended by the litigants.

13. Thus, it is evident that law relating to frustration of claim on account of delay is not consistent. The Apex Court had taken a zigzag way on the issue of frustration of a relief, when stale claim has been made. Therefore, present controversy is to be addressed to in the light of the facts raised by the parties. As projected above, claimant approached the CAT for redressal of his grievance and lost there on account of want of jurisdiction. He tried to seek a relief from High Court of Delhi also, but in vain. These facts highlight that the claimant was taking steps for redressal of his grievance before various forums. He was not sleeping over the matter. Consequently, I am constrained to conclude that delay in presentation of claim before the authorities under the Act resulted when the claimant was harping on one string before the CAT as well as the Writ Court. I do not find the delay as such a long one, which may frustrate his claim. Resultantly, it is

concluded that delay in presentation of the claim would not come in the way of claimant. Issue, is therefore, answered in favour of the claimant and against the Nigam.

Issue No.2

14. In his affidavit Ex. WW1/A, tendered as evidence, the claimant highlights that initially he was engaged as a casual worker from 07.04.1994 to October1994. Thereafter, he was again engaged as a sweeper on casual basis with effect from August 1995. He continued to perform his duties with utmost dedication to entre satifaction of his superiors. His attendance record is there in docoments Ex.WW1/1 to Ex. WW1/22. He worked with the Nigam till December 1996. During the course of his cross examination, he conceded that his name was not registered with the employment exchange for a job. He also made a candid admission that no junior sweeper was there when his services were dispensed with.

15. Shri Harjap Singh unfolds in his affidavit Ex.MW1/A, tendered as evidence, that the Nigam has been engaging services of daily wagers as safai karamchari on part time basis. Claimant was engaged on daily wage basis for part time work. He is not entitled for grant of temporary status or reinstatement in service. During the course of cross examination, he concedes that the claimant was working with the Nigam since 1994. He does not dispute genuineness of Ex.WW1/1 and Ex.WW1/22, which documents speel the period for which claimant was engaged in 1995 and 1996.

16. When fact unfolded by the claimant and those detailed by Shri Harjap Singh are appreciated in the light of the documents proved by the parties, it came over the record that the claimant was engaged as a part-time sweeper for four hours in a day. Ex. WW1/21 is a document which details the days on which the claimant rendered his services with the Nigam in 1996. Documents. detailed above, project that the claimant was working for four hours a day. Consequently, it is abundantly clear that the claimant was engaged as a part time sweeper. Question for consideration would be as to whether part time employee can be termed as workman? For an answere to this proposition, it would be expedient to have a glance on definition of the term 'Workman', enacted by section 2(s) of the Act. For sake of convenience, definition of term 'workman' is reproduced thus:

> "2(s) Workman means by person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchement has led to that dispute, but does not include any such person:—
>
> (i) who is subject to the Air Force Act, 1950 (45 of 1950), or theArmy Act, 1950 (46 or 1950) or the Navy Act. 1957(62 of 1957), or
>
> (ii) who is employed in the police service or as an officer or other employee or a prison, or
>
> (iii) who is, employed mainly in a managerial or administrative capacity, or
>
> (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature".

17. The first part of the definition gives statutory meaing of the term workman. This part of the definition determines a workman by reference to a person (including an apprentice) employed in an "industry" to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward. This part determines what a " workman" means. The second part is designed to include something more in what the term primarily denotes. By this part of the definition, person (i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has lead to an industrial dispute, for the purposes of any proceedings under the Act in relation to such industrial dispute, have been included in the definition of "workman". This part gives extended connotation to the expression "workman". The third part specifically excludes the categories of persons specified in clauses (i) to (iv) of this sub-section. The third part connotes that even if a person satisfies the requirements of any of the first two parts but if he falls in any of the four categories in the third part, he shall be excluded from the definition of 'workman'. Not only the persons who are actually employed in an industry but also those who have been discharged, dismissed or retrenched in connection with or as a consequence of an industrial dispute, and whose dismissal, discharge or retrenchment has lead to that dispute, would fall within the ambit of the definition. In other words, the second category of persons included in the definition would fall in the ambit of the definition, only for the purpose of any proceedings under the Act in relation to an industrial dispute and for no other purposes. Therefore, date of reference is relevant and in

case a person falls within the definition of workman on that day, the Tribunal would be vested with jurisdiction to entertain it and the jurisdiction would not cease merely because subsequently the workman ceases to be workman.

18. For an employee in an industry to be a workman under this definition, it is manifest that he must be employed to do skilled or unskilled manual work supervisory work, technical work or clerical work. If the work done by and employee is not of such a nature, he would not be a workman. The specification of the four types of work obviously is intended to law down that an employee is to become a workman only if he is employed to do work of one of those types, while there may be employees who, not doing any such work, would be out of the scope of the word' workman', without having resort to the exceptions. It cannot be held that every employees of an industry was to be a workman except those mentioned in the four exceptions as in that case these four classifications need not have been mentioned in the definition and a workman could have been defined as a person employed in an industry except in cases where he was covered by one of the exceptions.

19. In cases where an employee is employed to do purely skilled or unskilled manual work, or supervisory work or technical work or clerical work there would be no difficulty in holding him to be a workman under the appropriate classification. Frequently, however, an employee is required to do more than one kind of work. In such cases, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of 'workman under the exceptions. The principle is now well settled that, for this purpose, a workman must be held to be employed to do that work which is the main work he is required to do even though he may incidentally doing other type of work.

20. As projected above, definition of wokman does not make any difference between part time of full time employees. The Apex Court in Birdichand Sharma [1961(3) SCR (161)] and Siliver Jubilee Tailoring House [1974 (3) SCC 498] was confronted with a proposition as to whether part time employee answers definition of workman. It was conclusively ruled therein that there was absolutely no distinction between full time and part time employee and that an employee who was working on part time basis would not loose his status of workman, if he answers ingredients of section 2(s) of the Act.

21. In General Manager Telecom, Nagpur (2001 Lab. I.C. 2127), the Bombay High Court also reaffirmed the same proposition. It was ruled therein that definition of workmen as given in the Act does not make any distinction between full time employee and part time employee. It does not lay down that only a person employed for full time will be said to be a workman and that the one who is employed for part time should not be taken as workman. What is required is that the person should be employed for hire to discharge work manual, skilled or unskilled etc. in any industry. If this test is fulfilled, part time employee can also be said to be a workman.

22. When facts of the present controversy are assessed on the above proposition of law, it emerges that the claimant was engaged as part time sweeper. He was required to do manual unskilled work. The Nigam nowhere disputes that the claimant was performing manual unskilled work while working as part time sweeper. Work performed by the claimant clothes him with the status of a workman, as projected under section 2(s) of the Act. Therefore, these facts make me to comment that the claimant was a workman within the meaning of section 2(s) of the Act, though he was working on part time basis.

23. In his testimony, the claimant presents that he worked continuously with the Nigam. He places reliance on attendance record Ex. WW1/1 to Ex. WW1/20. When these documents are perused, it came to light that Ex. WW1/1 is the attendance register for April 1994, wherein names of Smt. Sushila and Shri Amit do appear. Ex. WW1/2 is also attendeance register for the aforesaid employees. Name of the claimant does not figure in the two documents. Ex.WW1/3 is an attendance register wherein names of the Rajesh Kumar, Amit, Subhash and Sushil do figure. However this document nowhere projects the month and year to which it pertains. Ex.WW1/4 is the attendance register relating to Smt. Sushila. This document nowhere projects the month and year for which the attendance of Sushila is recorded therein. Ex.WW1/5 is an attendance register for June 94 in respect of Anil. Ex.WW1/6 is attendance register for Rajesh Kumar, Subhash and Amit. Though this document projects that it is for July, the year is not legible therein. Ex.WW1/7 is again attendance of Sushila, wherein month and year do not appear. Attendance of Anil Kumar, Amit, Subhash and Rajesh were recorded on Ex.WW1/8. This document is also deficient relating to month and year to which it pertains. Attendance of Sushila was recorded in Ex.WW/9. Ex.WW1/10 relates to Septemeber 1994, wherein attendance of Amit Kumar, Subhash and Rajesh were recorded. Attendance of Sushila for September was recorded in Ex.WW1/11. This document is also deficient relating to the the year for which it was prepared. Ex.WW1/12 relates to attendance of Amit, Anil and Subhash. Ex.WW1/13 relates to attendance of Sushila and Mukesh. There two documents are for the month of October but it is very difficult to make out the year. Attendance of Novermber 94 in respect of Sushila, Mukesh, Dinesh and Subhash were recorded in Ex. WW1/14. Ex.WW1/15 projects attendance of Sushila, Mukesh, Subhash and Dinesh for the month of December. However, year is not visible in the document. Ex.WW1/16 projects

attendance of Anil for December without specifying the year. Attendance of Subhash, Mukesh, Sushila and Dinesh were recorded for January 1995 in Ex. WW1/17. Attendance of Sushila, Mukesh, Vinesh and Subhash are recorded in Ex.WW1/18 without specifying the year. Ex.WW1/19 is attendance register for June 1995 in respect of Subhash, Vinesh, Ajay and Sushila. Ex.WW1/20 projects attendance of Shri Amit and Sushila without specifying the month and year. Thus, it is evident that these documents nowhere project working days of the claimant. These documents are not relevant as far as the period for which the claimant allegedly worked with the Nigam.

24. Ex.WW1/21 and Ex.WW1/22 were pressed in service by the claimant Genuineness of these two documents remained above board. Ex.WW1/22 highlights that the claimant worked with the Nigam on the 3rd and 7th of October 1995. Ex.WW1/21 brings it over the record that the claimant rendered continuous service of 250 days with the Nigam in the year 1996.

25. Question for consideration would be as to whether the claimant had rendered continuous service for a period of one year with the Nigam. For an answer to this proposition, it would be ascertained as to what term "continuous service" means. "Continuous Services" has been defined by section 25-B of the Act. Under sub-section (1) of the said section. "continuous service for a period" may comprise of two period *viz.*(i) uniterrupted service, and (ii) interrupted service on account of (a) sickness (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service. "Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for the period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab. I.C. 1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman actually worked for not less than 240 days during the period of 12 calendar months immediately preceding the retrenchment.

26. In Ramkrishna Ramnath [1970 (2) LLJ 306], Apex Court announced that when a workman renders continuous service of not less than 240 days in 12 calendar months, he is deemed to have completed one years' service in the industry. It would be expedient to reproduce observation made by the Apex Court in that regard, which are extracted thus:

> "Under Section 25-B a workman who during the period of 12 calendar months has actually worked in an industry for not less than 240 days is to be deemed to have completed One year's service in the industry. Consequently an enquiry has to be made to find out whether the workman had actually worked for not less than. 240 days during period of 12 calender months immediately preceding the retrenchment. These provisions of law do not show that a workman after satisfying the test under Section 25B has further to show that he has worked during all the period he has been in the service of the employer for 240 days in the year".

27. As projected above, claimant had rendered continuous sevice of 250 days in the year 1995 with the Nigam. Shri Harjap Singh could not dispel contents of Ex. WW1/21. Thus, it is crystal clear that in the year 1996, the claimant had rendered continuous service of a year as contemplated by the provisions of section 25F of the Act.

28. Claimant presents that his services were abruptly terminated by the Nigam. He claims act of termination to be arbitrary and illegal. Shri Harjap Singh presents that the claimant was engaged on daily wage basis, in case of exigency. Therefore, the Nigam does not present a case of grant of one month's notice or pay in lieu thereof at the time of termination of services of the claimant, not to talk of payment of retrenchment compensation. Obviously, provision of section 25F of the Act were violated by the Nigam, when services of the claimant were dispensed with.

29. In Uma Devi [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the psots concerned. Catena of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporay or adhoc capacity fo a fairly long spell. The Court ruled thus:

> "With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insists on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the

persistent transgression of the rules of regular recruitment. The direction to make permanent - the distinction between regularization and making permanent was not emphasized here—can only encourage the State, the model employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in Piara Singh [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

30. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela [2006(2) SCC 482] with approval, wherein it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial, through a written examination or interview or some other raitonal criteria for judging the inter se merit of candidates, who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

31. In P. Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Ume Devi's case (supra) with approval. It also relied the decision in Uma Rani [2004 (7) SCC 112] and ruled that no regularization is pemrissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contavention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedue cannot be regulaized. In Indian Drugs & Pharmaceuticals Ltd. [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of tempoary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

32. In Uma Devi (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being tempoary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obivious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance for regularization of services of the claimants can be orderd.

33. Mere completion of 240 days service in a calendar year does not confer any right on an employee to claim regularization in service. In B.N. Nagarajan [1979 (4) S.C.C. 507], the Apex Court construed the words, "regular" or "regularization" and ruled that these words do not cannote permanence and cannot be construed so as to convey an idea of the nature of tenure of appointments. These terms are calculated to condone any procedural irregularity and are meant to cure only such difficulties as are attributable to methodology followed in making the appointments. In Anil Kumar Mishra [2005 (5) S.C.C. 122] the Apex Court ruled that completion of 240 days work does not confer right to claim regularization under the Act (it merely imposes certain obligations on employment at the time of termination of services of an employee). In Manoj Srivastava [2006 (2) SCC 702] the Apex Court considered the catena of decisions over the subject and reiterated that only cause that a person had been working for more than 240 days he does not derive any legal right to be regularized in services. The same view was reiterated in Ganga Dhar Pilai [2007 (1) S.C.C. 533].

34. Whether a daily wager is vested with a right to claim regularization, was a proposition with which Apex Court was confronted in Indian Drugs and Pharmaceuticals Ltd. [2007 (1) S.C.C. 408]. The Apex Court ruled that no such right accrues in favour of a casual labour, on completion of 240 days of continuous service. It would be expedient to re-produce observations made by the Apex Court, which are extracted thus:—

> "Thus it is well settled that there is no right vested in any daily wager to seek regularizaiton. Regularization can only be done in accordance with the rules and not dehors the rules. In case of E. Rama Krishnan and others Vs. State of Kerala and others [1996 (10) S.C.C. 565] this court held that there can be no regularization dehors the rules. Same view was taken in Dr. Kishore Vs. State of Maharashtra [1997 (3) S.C.C. 209] the Union of India and others Versus Bishamber Dutt [1996 (II) S.C.C. 341]. The direction issued by the services Tribunal for regularizing the services of the persons who had not been appointed on regular basis in accordance with the rules was set aside although the petitioner had been working regularly for a long time.

In Dr. Surinder Singh Jamwal and another vs. state of Jammu and Kashmir and others (AIR 1966 S.C. 2775) it was held that ad-hoc appointment does not give any right for regularization as regularization is governed by the statutory rules".

39. As conceded by the claimant in his cross examination, his name was not registered with employment exchange for a job. When claimant was not registered with employment exchange, there cannot be any situation in which his name could be sponsored by the employment exchange for a job with the Nigam. As projected by Shri Harjap Singh, claimant was engaged on casual basis in case of exigencies. Thus, it had not been an area of dispute that the claimant was engaged by the Nigam dehors the rules of recruitment. Resultantly, it is evident that the claimant was engaged on casual basis, without following procedure for recruitment against vacant permanent post. under such circumstances, relying law referred above, it is concluded that it is not a case where reinstatement in service should be granted to the claimant.

40. When retrenchment of the claimant was found to be violative of the provisions of section 25-F of the Act and his reinstatement cannot be ordered, since it would amount to back door entry in the government job, in that situation compensation in liew of reinstatement would be the appropriate relief. However, no definite yardstick for measuring the quantum of compensation is available. In S.S. Shetty [1957 (11) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in liew of reinstatement, in the following words:

> "The industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future. In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till be attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the consideration detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

41. A Divisonal Bench of the Patna High Court in B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab.1.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz.(i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigaiton of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the diection of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab. I.C. 1887).

42. In Assam Oil Co. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her

own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant to pay a substantial sum as compensation to her. "In Utkal Machinery Ltd. [1960 (1) LLJ 398] the amount compensaiton equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K. Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (11) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P Bhandari [1986 (11) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal (1988 Lab. I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I.C. 44) the court directed payment of Rs. 75000 in view of reinstatement with back wages. In Naval Kishore [1984 (11) LLJ 473], the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in liew of reinstatement. In Sant Raj [1985 (11) LLJ 19], a sum of Rs. 2 Lac was awarded as compensation in liew of reinstatement. In Chandu Lal (1988 Lab. I.C. 12225) a compensation of Rs. 2 Lac by way of back wages in liew of reinstatement was awarded. In Ras Bihari (1988 Lab. I.C. 107) a compensation of Rs. 65000 was granted in liew of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab. I.C. 1650) a compensation of Rs. 2.50 lac was awarded in liew of reinstatement.

43. Claimant worked for about two years with the Nigam. His services were discontinued in 1996. Now, the Tribunal is handing down its award in the year 2013. Consequently, it is clear that period of 17 years have elapsed. Relying the above law relating to grant of compensation, I am of the considered opinion that a sum of Rs. 75,000.00 would be appropriate compensaiton to the claimant in lieu of his reinstatement in service. Since the claimant had to contest the case for a decade, an amount of Rs. 25,000.00 is also granted to him as cost of litigation, which shall be brone by the Nigam.

Relief

44. As projected above, it is not a case for grant of reinstatement in service. However, taking into account entire facts of the controversy, alongwith surrounding circumstances, I am of the view that compensation of Rs. 75,000.00 in liew of reinstatement in service and cost of Rs. 25000 would meet ends of justice. Consequently, the Nigam is commended to pay an amount of Rs. 1 lakh, as compensation in liew of his reinstatement in service and cost of litigation, within a period of one month from the date of the award becomes operative. An award is, accordingly, passed. It be sent to the appropriate Government for publicaiton.

Dated : 07.06.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 1 जुलाई, 2013

का.आ. 1486 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेकेट्री, एन॰डी॰एम॰सी॰ के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं॰ 1, नई दिल्ली के पंचाट (संदर्भ संख्या 83/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-6-2013 को प्राप्त हुआ था।

[सं॰ एल-42011/34/2012-आईआर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 1st July, 2013

S.O. 1486.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the The Secretary, NDMC and their workman, which was received by the Central Government on 24.06.2013.

[No. L-42011/34/2012-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D.No 83/2012

The General Secretary
Municipal Employees Union,
Agarwal Bhawan,
G.T. Road, Tis Hazari,
Delhi-110054. .....Workman

Versus

The Secretary
New Delhi Municipal Council,
13th Floor, Palika Kendra,
Parliament Street,
New Delhi-110001. ....Management

AWARD

A mail on muster roll was engaged by New Delhi Municipal Council (in short the council) with effect from 01.01.1987. His services were regularized by the Council on 01.04.1997. In his attestation from, got filled for verification of his antecedents, the mali gave false information to the Council with regard to pendancy of a criminal case against him. When facts came to light, memo dated 23.04.1999 was served, which was followed by another memo dated 19.07.1999. Services of the mali were terminated by the Council, vide order dated 26.03.2001. He preferred an appeal, which also came to be dismissed.

2. The mali, namely, Shri Ved Ram raised a demand for reinstatement in service of the Council, which was not conceded to. Aggrieved by that act, he raised an industrial dispute before the Conciliation Officer (Government of NCT of Delhi). Since his claim was contested by the Council, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, Government of NCT of Delhi referred the dispute for adjudication to the Labour Court No. VIII, located at Karkardooma courts complex, Delhi, vide order No. F-24(4379/2001-Lab 4783-87-Delhi dated 01.04.2002 with following terms:

> "Whether termination of Shri Ved Ram, son of Shri Inder Singh from service is illegal and/or unjustified by the management, and if so, to what sum of money as monetary relief, alongwith consequential benefits in terms of existing laws/ Government. Notification and to what other relief is he entitled and what direction are necessary in this espect?"

3. Claim statement was filled by Shri Ved Ram before the Labour Court. Facts detailed therein were demurred by the Council through its written statement. Claimant testified facts in support of his claim. Shri R.S. Chauhan was examined by the Council. On consideration of pleadings, fact testified by the aforesaid witnesses and submissions made by the parties, the Labour Court found no illegality in order dated 26.03.2001, on the strength of which services of the claimant were terminated by the Council. Award dated 12.10.2006 was passed by the Labour Court in favour of the Council and against the claimant.

4. It is not a matter of dispute that the said award was published by the Government of NCT of Delhi under sub-section (1) of Section 17 of the Industrial Disputes Act, 1947 (in short the Act). On expiry of 30 days from the date of publication of the award dated 12.10.2006, it became enforceable under provisions of Section 17A of the Act. It attained finality under provisions of sub section (2) of Section 17 of the Act. When the award attained finality, the claimant raised an industrial dispute before the Conciliation Officer (Central), who aslo entered into conciliation proceedings. Since the matter was again contested by the Council, conciliation proceedings ended into failure. On consideration of failure report, so submitted by the Conciliation Officer (Central), the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* orders dated L-42011/34/ 2012-IR(DU) New Delhi dated 13.06.2012 with following terms:

> "Whether action of the management of NDMC in terminating services of Shri Ved Ram, ex-mali, Horticulture Department with effect from 26.03.2001 is legal and justified? If so, to what relief workman is entitled to?"

5. Claim statement was filed by Shri Ved Ram pleading therein that initially he was engaged as a mali on muster roll by the Council with effect from 01.01.1987. His services were regularized with effect from 01.04.1997. He had an unblemished record of service to his credit. Memo dated 23.04.1999 was served on him alleging therein that he had given false information with regard to pendancy of criminal case against him in attestation form, filled in for verification of his antecedents. He submitted reply dated 10.05.1999 wherein he explained that he was falsely framed in that case. Another memo dated 19.07.1999 was served, which was also suitably replied by him However, his services were terminated by the Council in an illegal and malafide manner, vide order dated 26.03.2001. He preferred an appeal on 02.05.2001, to which the competent authority has not taken any cognizance.

6. He unfolds that against the said illegal and malafide termination, he raised an industrial dispute bearing Id No. 855/06/02 before the Labour Court constituted by the Government of NCT of Delhi. The said dispute culminated into an award dated 12.10.2006, wherein action of termination of his service was held to be legal and justified.

7. He admits that he was convicted by the Court of Shri V. K. Bansal, Additional Sessions Judge, New Delhi vide judgement dated 31.05.2008 and released of probation. After expiry of period of probation, he moved a n application before the Council for reinstatement of his services. He projects that the action of the Council in not reinstating him in service is illegal and uncalled

for. According to him, he was a regular employee of the Council. He had rendered more than 240 days continuous service in a calendar year, as contemplated by Section 25B of the Act. Action of the Council amounts to unfair labour practice and violative of Articles 14, 16, 21 and 39(d) of the Constitution of India. He projects that no charge sheet was served upon him, not to talk of initiating domestic action for his alleged misconduct. Council had discriminated him in the matter of reinstatement of service while, Shri D.P. Vats, Shri Sanjay Verma and Shri Raj Kumar were reinstated in service after conclusion of criminal case(s). Action of the Council is also violative of the provisions of section 25F, 25G and 25H of the Act, besides rule 76,77 and 78 of the Industrial Disputes (Central) Rules, 1957. He claims that an award may be passed declaring action of the Council in terminating his services vide order dated 26.03.2001, as illegal and unjustified. He also claims continuity in service with full back wages, besides all consequential benefits.

8. Demurral was made by the Council pleading that contention raised by the claimant were considered and rejected by the Labour Court vide its award dated 12.10.2006. Services of the claimant were dispensed with on account of concealment of facts in the attestation form, wherein he had not disclosed pendancy of criminal case against him. Claim put forth by the claimant that after his conviction and release on probation, he is entitled to reinstatement in service, is misconceived and baseless. Factum of his release on probation by the criminal court nowhere ameliorates his position, pleads the Council. It has been claimed that the case projected by the claimant is devoid of merits, hence it may be dismissed with heavy and exemplary cost.

9. On pleadings of the parties, following issues were settled:

1. Whether award dated 12.10.2006, passed by the Labour Court constituted by Government of NCT of Delhi, operates as res judicata?
2. Whether termination of services of the claimant, in view of provisions of Temporary Civil Service Rules 1965, does amount to retrenchment under provisions of the Industrial Disputes Act, 1947?
3. As in terms of reference.

10. Since facts were not in dispute and issues are legal, parties were not called upon to lead evidence in the matter.

11. Pradeep Kaushik, authorised representative of the claimant, opted to file written arguments, instead of making oral submissions. Shri Vikas Nagpal, authorised representative of the Council, also followed suit. Thus parties filed their written submissions and opted not to present parole facts. I have given my careful considerations to the facts and cautiously perused the records. My findings on issues involved in the controversy are as follows:

Issue no. 1

12. Award dated 12.10.2006 passed by the Labour Court, constituted by the Government of NCT of Delhi, has been placed on record. Claimant nowhere projects that he sought judicial review of the said award before the writ court. It has also not been a matter of dispute that the award was published by the Government of NCT of Delhi in pursuance of provisions of sub-Section (1) of Section 17 of the Act. No case has been projected by the claimant to the effect that Government of NCT of Delhi formed an opinion to reject or modify the award under the provisions of Section 17A of the Act. Thus, it is apparent that the award attained finality under sub-Section (2) of Section 17 of the Act, after expiry of 30 days from the date of its publication and it became enforceable.

13. Question for consideration comes as to whether the said award operates as res-judicata? For an answer to the proposition law relating to the doctrine of res-judicata is to be considered. Law contained in Section 11 of the Code of Civil Procedure 1908 (in short the Code) embodies he doctrine of res-judicata or the rule of conclusiveness of a judgment, as to the point decided either of fact, or of law, or of fact and law, in every subsequent suit between the same parties. It enacts that once a matter is finally decided by a competent Court, no party can be permitted to reopen it in a subsequent litigation. The doctrine of res-judicata has been explained in the simplest possible manner by Das Gupta J. in the case of Statyadhyan Ghosal (AIR 1960 S.C. 941) in the following words:

> "The principle of res-judicata is based on the need of giving a finality to judicial decision. What it says is that once a res-is judicata, it shall not be adjudged again. Primarily it applies as between past litigation and future litigation. When a matter-whether on a question of fact or a question of law—has been decided between two parties in one suit or proceeding and the decision is final, either because no appeal was taken to a higher court or because the appeal was dismissed, or no appeal lies, neither party will be allowed in a future suit or proceedings between the same parties to convass the matter again."

14. It is not every matter decided in a former suit that will operate as res-judicata in a subsequent suit. To constitute a matter as res-judicata under Section 11 of the Code, the following conditions must be satisfied:

1. The matter directly and substantially in issue in the subsequent suit must be the same matter which was directly and substantially in issue either actually or constructively in the former.
2. The former suit must have been a suit between the same parties or between parties under whom they or any of them claim.

3. Such parties must have been litigating under the same title in the former suit.

4. The court which decided the former suit must be a court competent to try the subsequent suit or the suit in which such issue is subsequently raised.

5. The matter directly and substantially in issue in the subsequent suit must have been heard and finally decided by the court in the former suit.

15. Section 11 of the Code bars trial of any suit as well as an issue which had been decided in a former suit. Issues are of three kinds: (i) Issue of fact; (ii) Issue of law; and (iii) Mixed issues of law and fact. A decision on an issue of fact, however erroneous it may be, constitutes res judicata between the parties to the previous suit and cannot be reagitated in collateral proceedings. Law to this effect was laid in Mathura Prashad (1970 (1) SCC 613). A mixed issue of law and fact also, for the same reasons, operates as res-judicata.

16. To invoke plea of res judicata it should be shown that the court which decided the former suit must have been a court competent to try the subsequent suit. Thus, the decision in a previous suit by a court, not competent to try the subsequent suit, will not operate as res judicata. The expression "competent to try" means "competent to try the subsequent suit if brought at the time the first suit was brought." In other words, the relevant point of time for decided the question of competence of the court is the date when the former suit was brought and not the date when the subsequent suit was filed. In order that a decision in a former suit may operate as res judicata, the court which decided that suit must have been either - (a) a court of exclusive jurisdiction, or (b) a court of limited jurisdiction; and (c) a court of concurrent jurisdiction.

17. In industrial jurisdiction principles analogus to res-judicata are applicable. In Nawab Hussain (1977 Lab. IC 911) an enunciation of general principle of doctrine of res-judicata are ruled as follows:

> "is not based on prevailing circumstances but on right claimed long existing but bound by the Labour Court as non existence and there is no scope for any change of the rights or in the claim of the workman on the employer by reasons of change of circumstances. In this state of affair, there can be no dispute that in such case, principle of res-judicata will have full application."

19. In Bombay Gas Co. Ltd. (1975 (2) LLJ 345), three Judge Bench of the Apex Court has gone to the extent of even applying principle of constructive res-judicata and ruled as follows:

> "The doctrine of res-judicata is a wholesome one which is applicable not merely to matters governed by the provisions of the Code of Civil Procedure but to all litigations. It proceeds on the principle that there should be no unnecessary litigation and whatever claims and defences are open to parties should all be put forward at the same time provided no confusion is likely to arise by so putting forward all such claims."

20. In Mumbai Kaamgaar Sabha (1976 (2) LLJ 186), the Apex Court observed that it is clear law. So long as above relating circumstances stands, that industrial litigation is no exception to the general principle underlying the doctrine of res-judicata. It expressed a doubt about the extension of the sophisticated doctrine of constructive res-judicata to industrial law which is governed by special methodology of conciliation, adjudication and considerations of peaceful industrial relations where collective bargaining and pragmatic justice claim precedence over formalised rules of decision based on individual contests, specific causes of action and findings on particular issues.

21. Now it would be considered as to whether the ingredients of principles analogous to res-judicata are available for the present controversy. For an answer to this proposition, it would be noted as to whether the Labour Court, constituted by the Government of NCT of Delhi, is competent to entertain the present dispute. For an answer to this proposition, definition of appropriate Government is to be taken note of Consequently, definition of the phrase is extracted thus:

> "2(a) "appropriate Government" means—
>
> (i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under Section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees and the State Board of Trustees Section 5A and Section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or

the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporation Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National Housing Bank established under section 3 of the National Housing Banks Act, 1987 (53 of 1987) or the Banking Service Commission Act 1975 or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, an company in which not less than fifty one percent of the paid up share capital is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and

(ii) In relation to any other industrial dispute, the State public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government;

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the Stated Government, as the case may be, which has control over such industrial establishement;

22. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(60) and the State Government under section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning—

1. an industry carried on or under the authority of the Central Government, or a railway company, or
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or
4. the Industrial Finance Corporation of India Limited formed and registered under the companies Act, 1956, or
5. the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
6. the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or
7. the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellneous Provisions Act, 1952 (19 of 1952), or
8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or
9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or
10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or
11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or
12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or
13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37 of 1964), or
14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporations Act, 1964 (37 of 1964), or
15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or

16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or

17. the Export Credit and Guarantee Corporation Limited, or

18. the Industrial Reconstruction Bank of India Limited, or

19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or

20. an air transport service, or

21. a banking company, or

22. an insurance company, or

23. a mine, or

24. an oil-field, or

25. a Cantonment Board, or

26. a "major port, or

27. any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or

28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or

29. the Central public sector undertaking, or

30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the appropriate Government would mean the Central Government."

23. In relation to an industrial dispute appropriate Government can either mean Central Government or State Government. Central Government has been defined under section 3(8) and State Government under section 3(60) of the General Clauses Act 1897. In relation to any industrial dispute, other than those specified in sub clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes which are outside the purview of sub-clause (i) are concern of the State Government under sub-clause (ii) of clause (a) of Section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employee would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a)(i) of the Act, appropriate Government cannot be the Central Government.

24. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a)(ii) of section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that union territory of Delhi enjoins a special status under the Constitution Delhi is a Union Territory having some special provision with respect to its administration. Article 239 of the Constitution speaks that every union territory shall be administered by the President acting, to such extent as he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239 AA makes special provisions with respect to Delhi, detailing therein that the union territory of Delhi shall be called the National Capital Territory of Delhi and the administrator thereof appointed in article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly, and provisions of article 324 to 327 and 329 shall apply in relation the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List or the Concurrent List except the matter with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so for they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid advise the Lt. Governor in exercise of his functions in relation of the matters with respect to which the Legislative Assembly has power to make laws. In case difference of opinion between Lt. Governor and his ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Ld. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the advise of the Chief Minister. Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a union territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor administer the Union Territory or in case of difference of opinion the President decides the issue.

25. State Government has been defined in clause (60) of section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union

Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the Union Territory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

26. High Court of Delhi was confronted with such a proposition in M.K. Jain (1981 Lab. I.C. 62) wherein it was laid as follows:

> "The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory, Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under article 239 of the Constitution of India and in terms of section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail."

27. Again in Mahavir [97 (2002) DLT 922] the High Court was confronted with the same proposition. Relying the precedent in M.K. Jain (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of Union Territory of Delhi can be termed as Central Government in certain matters.

28. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend—(a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Article 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to enstrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the Central Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

29. Clause (8) of section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution. Therefore, it is evident that Administrator of Government of N.C.T. Delhi has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government,

when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised, in certain matters by the State Government or its officers.

30. As detailed above, in case of Union Territory of Delhi, the concept of appropriate government stood blurred. State Government loses its identity in certain matters and reference order by the State Government would be treated as reference by the Central Government and vice versa. Therefore, reference of the dispute to the Labour Court constituted by Government of NCT of Delhi would be reference or order made by the Central Government. The Labour Court, constituted by the Government of NCT of Delhi, is competent to adjudicate subsequent reference order. Parties in the dispute happens to be the same and gravamen of the dispute is one and the same. Dispute adjudicated by the Government of NCT of Delhi does not relate to the change of circumstances. Case raised before the Labour Court constituted by the Government of NCT of Delhi, was not passed on prevailing circumstances, but on a right claimed to have been existing in favour of the claimant, which were held to be non-existent by the industrial adjudicator. Thus, it is crystal clear that all ingredients of the principles analogous to doctrine of resjudicata are applicable in the present controversy. Award dated 12.10.2006 operates as resjudicata. Issue is, therefore, answered in favour of the Council and against the claimant.

Issue No. II

31. In award dated 12.10.2006, industrial adjudicator places reliance on the precedent in Shamim Akhtar Khan [2005 (2) AD (Delhi) 324], handed down by High Court of Delhi, with profit. Law laid therein was reproduced by the Industrial Adjudicator in the Award, which runs as follows:

> "It is, therefore, established from the aforesaid factual matrix that the petitioner not only supressed material and factual information in the attestation form but he also furnished false information. No information was given by the petitioner regarding the institution and pendancy of the aforesaid criminal case against him in which even a charge sheet is filed against him or of his arrest. The aforesaid information that a criminal case is instituted and pending against him was required to be disclosed by the petitioner at the time of his enrolment and at the time of filling up of the aforesaid attestation form. The petitioner deliberately gave wrong information to the respondents as against the queries made under clause 12 of the attestation form and also suppressed material facts. The fact of pendancy of criminal case against the petitioner came to light and to the knowledge of the respondents only on receipt of the report from the District Magistrate and the police authorities. The petitioner was also given an opportunity to explain his position by issuing a show cause notice. Even at that stage the petitioner did not clearly state regarding the pendancy of the said case against him and feigned ignorance about the said case. Therefore, we are of the considered opinion that the action taken by the respondents in discharging the petitioner from service is legal and justified. We find no reason to interfere with the order of discharge passed by the respondents. The writ petition has no merit and is accordingly dismissed."

32, Considering facts of the controversy, the industrial adjudicator ruled in the Award referred above, as follows:

> "In view, of the above discussion, I am satisfied that the services of the workman having been dispensed with under section 5 (1) of Central Civil Temporary Services Rules 1965 on account of concealing of factual information in the attestation form. Such termination of service does not attract section 25F of the Industrial Disputes Act. The concealment of such facts has been sufficiently proved by the management in the court and as such, there is no illegality in the order of termination of service dated 26.03.2001. Issue No. 1 is accordingly decided against the workman."

33. Thus it is evident that findings were recorded by the Industrial adjudicator that termination of services of the claimant under the provisions of Central Civil Service Temporary Service Rules 1965 does not amount to retrenchment. The said findings has become final, since Award was neither challenged before the writ court not modified or rejected by the appropriate Government under provisions of section 17A of the Act. Consequently, it is concluded that the termination of services of the claimant does not amount to retrenchment under provisions of the Act. Issue is, therefore, answered in favour of the Council and against the claimant.

Issue No. III

34. While award dated 12.10.2006 was in force, appropriate Government referred the present dispute for adjudication of this Tribunal. Record tells that on the strength of earlier reference order, a dispute between Ved Ram son of Shri Inder Singh and the Council was referred for adjudication to the Labour Court, constituted by the Government of NCT of Delhi. The terms of reference raised a question as to whether act of terminating the services of Shri Ved Ram by the Council is illegal and or unjustified and if so what relief the workman is entitled to? This dispute was adjudicated in favour of the Council

vide award dated 12.10.2006, which came in operation after expiry of 30 days from the date of its publication. Thus it is evident that the aforesaid award is in operation and binds the parties.

35. Question for consideration would be as to whether the approrpriate Government was justified in making the present reference, during the period when award dated 12.10.2006 subsists. As the facts highlight, the subsequent reference is between the same parties on the same facts. When award dated 12.10.2006 is in force, in respect to the industrial dispute, the appropriate Government cannot refer the said dispute afresh to this Tribunal, by merely changing the phraseology of the dispute. This Tribunal will not have any jurisdiction to entertain the fresh reference in respect of the subject matter, on which the award dated 12.10.2006 binds the parties. There could be no reference when a valid award subsists. The Tribunal cannot invoke its jurisdiction to entertain this subsequent reference made by the appropriate Government, without application of mind. In case precedents are needed then reference can be made to British India Corporation Ltd., (13 FJR 352) and Bangalore W-C-&-Mills Ltd. [1968 (1) LLJ 555].

36. In view of the above reasons, it is apparent that precedents in Sandeep Kumar [2011 (1) SCC (L&S) 734] has no application to the facts of the present controversy. The said precedent cannot provide accolade to the claimant. His claim is devoid of merits. Claimant dragged the Council into an unwarranted controversy. However, considering the fact that the claimant is out of job, no cost is imposed upon him. His claim is brushed aside. An award is, accordingly, passed against the claimant and in favour of the Council. It be sent to the appropriate Government for publication.

Dated: 29.05.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 1 जुलाई, 2013

क्रम 1487 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डिप्टी सुपरिनटेन्डेन्ट, आरक्लेजिकल सर्वे ऑफ इण्डिया** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सकरार औद्योगिक अधिकरण **नं 1, नई दिल्ली** के पंचाट (**संदर्भ संख्या 156/1997**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **24-06-2013** को प्राप्त हुआ था।

[सं. एल-42011/22/1997-आईआर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 1st July, 2013

S.O. 1487.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 156/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the The Dy. Superintendent, Archaeological Survey of India and their workman, which was received by the Central Government on 24.06.2013.

[No. L-42011/22/1997-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 156/1997

The General Secretary,
A.B.P. Sarvekshan Kamgar Union,
E-26, Raja Bazar,
Baba Kharak Singh Marg,
New Delhi .....Workman

Versus

The Dy. Superintendent,
Archaeological Survey of India,
North Division No. 2,
Safdarjung Tomb,
New Delhi. .....Management

AWARD

Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Kedar Prasad and Phool Kali were engaged by Archaeological Survey of India (in short the management) for casual jobs since long. Temporary status was not granted to them by the management. They raised a demand for according termporary status, which was not considered by the management. Constrained by these facts, they raised a dispute before the Conciliation Officer, in which he entered into conciliation proceedings. Since claim was contested by the management, hence conciliation proceedings ended into failure. Conciliation Officer submitted failure report of the appropriate Government *vide* his letter No. ALC-II/8(13)/96 dated 12.05.1997. On consideration of failure report, so submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-42011/22/97-IR(DU), New Delhi dated 23.09.1997, with following terms:

> "Whether the action of Archaeological Survey of India in terminating services of S/Shri Putti Lal, Babu Lal, Satya Dev, Hare Ram, Ravinder, Kedar Prasad and Phool Kali is just, fair and legal? If not, to what relief the workmen are entitled to?"

2. Claim statement was filed by the claimants pleading that they are in the service of the managements, particulars of which are detailed as follows:

S/Shri	Father/ Husband's Name	Year of Engage-ment	Date of termi-nation
Putti Lal	Shukru	1982	09.2.96
Babu Lal	Nanaku	1986	24.1.96
Satya Dev	Alagu	1988	24.1.96
Hare Ram	Ram Nath	1989	09.2.96
Ravinder	Babu Lal	1989	09.2.96
Kedar Prasad	Mohan Shah	1990	24.1.96
Phool Kali	W/o Mewa Lal	1990	09.2.96

3. Claimants unfold that on 22.10.1995, they raised a dispute before the Conciliation Officer for grant of permanent status. Conciliation Officer entered into conciliation proceedings and called the management to put in appearance on 17.10.1995. Despite pendancy of conciliation proceedings, management terminated their services from 24.01.1996 to 09.02.1996, as detailed above. Neither their wages nor notice pay and retrenchment compensation was paid to them. They have completed more than 240 days of service and have been working with the management since long. Their juniors, namely, Shri Dalbir Singh and Shri S. Prasad, recruited in 1992, granted temporary status in 1994, in total disregard to principles of first come, last go. Thus, they were discriminated by the management. Their wages were being paid on monthly basis through muster roll.

4.Denial of permanent status to them amounts to unfair labour practice. Claimants project that the management is executing, performing works of maintenance of buildings and operations, gardening, projection of monuments, plantation etc. Management is covered under definition of 'industry or other establishment', as enacted by section 2(ii)(g) of Payment of Wages Act, 1936 and as such, provisions of Industrial Employment (Standing Orders) Act, 1946 are applicable to it. Their services were dispensed with in violation of provisions of Model Standing Orders under Industrial Employment (Standing Orders) Act, 1946. They project that they are unemployed and facing starvation. They further project that as per policy of Government of India, they are entitled to temporary status. They claim that an award may be passed reinstating them in service with continuity.

5. Claim was demurred by the management pleading that the claimants were engaged as daily wager for seasonal work. They were not appointed against any post in accordance with the recruitment rules. There was no question of their disengagement from service as claimed by them. Daily wager employee is paid his wages as and when his services are utilised for seasonal work. There was no question of payment of compensation and notice pay to them. It has been pleaded that Shri Suresh Ram and Shri Dalbir Singh were engaged against vacant regular posts through employment exchange in 1990. They were regularised as per rules. Operational work of maintenance of garden is not profit earning work, hence it is not covered under the Industrial Disputes Act, 1947 (in short the Act). Engagement of daily wager for seasonal work is not covered under the provisions of Industrial Employment (Standing Orders) Act, 1946, hence there was no question of applicability of Model Standing Orders to the claimants. Claimants have not fulfilled criteria of continuous service of 240 days in a year, hence they were not granted temporary status.

6. The management had made evasive reply to the proposition that the claimants raised industrial dispute before the Counciliation Officer on 22.08.1995, seeking permanent status in service. Silence was maintained on this proposition in the written statement. No fact was projected despite claim put forth by the claimants to the effect that the Conciliation Officer entered into conciliation proceedings and fixed a date for appearance of the management on 17.10.1995. It was also not specifically denied that services of the claimant were dispensed with from 24.01.1996 to 09.02.1996. Facts were not disputed to the effect that the claimants were being paid wages on monthly basis on muster roll. However, managements pleads that there is no substance in the claim put forth by the claimants. It may be dismissed, being devoid of merits.

7. Vide order dated 06.10.1998, present matter was consolidated for the purpose of recording evidence with industrial dispute No. 82 of 1997 referred for adjudication by the appropriate Government, while raising a question as to whether action of the management in not granting permanent status/regularisation to the claimants is legal and justified.

8. Claimants namely, Putti Lal (WW1), Babu Lal (WW2), Satya Dev (WW3), Hare Ram (WW4), Ravinder (WW5), Kedar Prasad (WW6) and Phool Kali (WW7) entered the witness box to substantiate their claim. Shri H.B. Singh, was examined by the management to prove its stand.

9. Vide order No. H-11026/1/2003-IR (C-II) New Delhi dated 05.12.2003 case was transferred to the Central Government Industrial Tribunbal No. II, New Delhi, for adjudication by the appropriate Government.

10. On consideration of evidence and hearing the parties, award was passed by the Central Government Industrial Tribunal No. 2, New Delhi on 20.04.2004 wherein action of the management in terminating the services of the claimants was held to be illegal.

11. The award was assailed by the management before the High Court of Delhi through writ petition bearing WP No. 16887 of 2004, which came to be disposed of on 10.01.2013. High Court passed following orders:

"15. For all the aforesaid reasons, in my view, this is a fit case where the impugned award dated 20.04.2004 should be set aside and the matter should be remanded back to the Labour Court for examination of the following issuses:

(i) Whether there was breach of Section 25-G of the Industrial Disputes Act, 1947 in the facts of this case, and if so, to what effect?

(ii) Whether there was breach of Section 33 on the part of the management, and if so, to what effect?

16. It is direct accordingly.

17. In view of the aforesaid position, the writ petitions preferrred by the workmen, being W.P. (C.) Nos. 4739-45/2005 are withdrawn as the issue with regard to the back wages shall also to be considered afresh in the light of the findings that may be returned on the specific aspects in terms of this order.

18. So far as the challenge to the award dated 13.05.2008 in W.P. (C.) No. 7707/2009 is concerned, I may note that by the said impugned award, the Industrial Adjudicator has held that the action of the management in not granting permanent status/regularisation to the respondents is not legal or justified. This award also cannot be sustained at this stage as this issue would depend upon determination afresh of the remanded issues in respect of the earlier award dated 27.09.1997. Accordingly, the award dated 13.05.2008 is also set aside leaving it open to the parties to urge their submissions in respect of the reference dated 24.06.1997 bearing letter No. L-42011/ 9/96-IR(DU) made by the Appropriate Government. The parties are left to bear their own Costs."

12. Vide notification No. A-11016/3/2009-CS-II. New Delhi dated 03.04.2013, additional charge of the post of the Presiding Officer, Central Government Industrial Tribunal No. II, New Delhi, was assigned to the undersigned by the appropriate Government and thus the case reached this Tribunal for adjudication.

13. Arguments are heard at the bar. Shri B.K. Prasad, authorized representative, advanced arguments on behalf of the claimants. Shri Gyaneshwar, authorised representative, raised his submission on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

14. As projected above, claimants plead that they were engaged by the management since 1982 to 1990. They worked with the management continuously and raised a dispute for grant of permanent status on 22.08.1995 before the Conciliation Officer. The Conciliation Officer entered into conciliation proceedings and called upon the management to participate in it on 17.10.1995. These facts were not at all dispelled by the management. Since these facts were not disputed, hence same are deemed to have been admitted by the management. Resultantly it come over the record that the claimants raised the dispute before the Conciliation Officer on 22.8.1995 seeking permanent status in the service of the management.

15. Claimants assert that the services of Shri Putti Lal were dispensed with on 09.02.1996, services of Shri Babu Lal were done away on 24.01.1996, services of Shri Satya Dev were terminated on 24.01.1996, Shri Hare Ram was bade farewell on 09.02.1994, Ravinder Singh was given marching orders on 09.02.1996, Shri Phool Kali was thrown out on 24.01.1996 and Shri Kedar Prasad was made to go on 09.02.1996. These facts were also not dispelled by the management in its written statement. When called upon to advance arguments, as to whether management disputes termination of services of the aforesaid claimants, on the dates referred above, Shri Gyaneshwar had to cut a sorry figure. It is crystal clear that in its written statement, management adopted a posture of silence on the above facts. Consequently, it apparent that there is deemed admission of the facts by the management on above propositions.

16. As projected in the pleadings, an industrial dispute was raised before the Conciliation Officer on 22.08.1995, who called the management to participate in conciliation proceedings in 17.10.1995. Reference order take note of file No. ALC II/81/(1)/96 dated 12.05.1997, which proposition makes it apparent that failure report was submitted by the Conciliation Officer to the appropriate Government through file referred above. Hence it emerges that the Conciliation Officer submitted his failure report on 12.05.1997 to the appropriate Government.

17. Section 20 of the Industrial Disputes Act, 1947 (in short the Act) makes provision in respect of commencement and conclusion of proceedings before the Conciliation Officer. Sub-section (1) of the said section contemplates as to when conciliation proceedings commences before a Conciliation Officer in a public utility service. The first limb of sub-section (1) speaks that a conciliation proceeding shall commence on the date on which a notice of strike or lock out, under section 22

is received by the Conciliation Officer. The second limb of the said sub-section provides the proceedings before a Board shall commence when a reference under sub-section (1) of section 10 is made by the appropriate Government, whether the dispute relates to public utility service or a non-public utility service. Sub-section (2) of the said section details points of time on which conciliation proceedings before a Conciliation Officer or a Board shall be deemed to have been concluded, which are enumerated thus:

1. In case a settlement is arrived at, whether before a Conciliation Officer or the Board the date on which memorandum of settlement is signed by the parties to the dispute.

2. In case no settlement is arrived at:

   (a) the date on which the report of the Conciliation Officer is received by the appropriate Government, or

   (b) the date on which report of the Board is published under section 17.

3. In case, during the pendancy of the conciliation proceedings the dispute is referred for adjudicating the date of reference would be date of the conclusion of the conciliation proceedings.

18. An industrial dispute was raised on 12.08.1995 by the claimants and conciliation proceedings were pending till 12.05.1997, date when failure report was submitted by the Conciliation Officer to the appropriate Government. During pendancy of the conciliation proceedings before the Conciliation Officer, the management terminated services of the claimants from 24.01.1996 to 09.02.1996.

19. Section 33 of the Act bars alteration in conditions of service "prejudicial" to the workman concerned in the dispute and punishment of discharge or dismissal when either is connected with pendent-lite industrial dispute "save with the permission of the authorities before which the proceedings is pending" or where the discharge or dismissal is for any misconduct not connected with the pendent lite industrial dispute without the "approval of such authority". Prohibition contained in section 33 of the Act is two fold. On one hand, they are designed to protect the workman concerned during the course of industrial conciliation, arbitration and adjudication, against employers' harassment and victimization, on account of their having raised the industrial dispute or their continuing the pending proceedings and on the other, they seek to maintain status quo by prescribing management conduct which may give rise to "fresh dispute" which further exacerbate the already strained relations between employer and the workman. Where industrial disputes are pendent lite before an authority mentioned in the section, it was thought necessary that such disputes should be conciliated or adjudicated upon by the authority in a peaceful atmosphere, undisturbed by any subsequent causes for bitterness or unpleasantness. To achieve this object, a ban has been imposed upon the employer exercising his common law, statutory or contractual right to terminate services of his employees according to contract or the provisions of law governing such service. The ordinary right of the employer to alter the terms of his employees' services to their prejudice or to terminate their services under the general law governing contract of employment, has been banned subject to certain conditions. This ban, therefore, is designed to restrict the interference of the general rights and liabilities of the parties under the ordinary law within the limits truly necessary for accomplishing the object of those provisions. Anxiety to know about ban on the right of the employer persuades me to reproduce the provisions of section 33 of the Act thus:

> "33. Conditions of service, etc., to remain unchanged under certain circumstances during pendancy of proceedings.—(1) During the pendancy of any conciliation proceedings before a conciliation officer or a Board or of any proceeding before an arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,—
>
> (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings; or
>
> (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute.
>
> Save with the express permission in writing of the authority before which the proceeding is pending.
>
> (2) During the pendancy of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman—
>
> (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately

before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) Notwithstanding anything contained in sub-section (2), no employer shall, during the pendancy of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute—

(a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceeding; or

(b) by discharging or punishing, whether any dismissal or otherwise, such protected workman,

save with the express permission in writing of the authority before which the proceeding is pending.

Explanation.—For the purposes of this sub-section, a "protected workman", in relation to an establishment, means a workman who, being a member of the executive or other office bearer of a registered trade union connected with the establishment, is recognized as such in accordance with rules made in this behalf.

(4) In every establishment, the number of workman to be recognized as protected workmen for the purposes of sub-section (3) shall be one per cent of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognized as protected workmen.

(5) Where an employer makes an application to a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, within a period of three months from the date of receipt of such application, such order in relation thereto as it deems fit.

Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit.

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.

20. As noted above sub-sections (1) and (2) are designed for different purposes since sub-section (1) applies to the proposition when the employer wants to alter service conditions of the workman to his prejudice in regard to any matter connected with the dispute or for any misconduct connected with the dispute, in that situation he is obliged to seek prior permission in writing of the authority before whom the dispute is pending and in a case where the employer wants to alter service conditions of a workman in regard to a matter not connected with the dispute or for any misconduct not connected with the dispute, in that situation he is obliged to seek approval of the order under sub-section (2) of the aforesaid section. When an employer violates the provisions of sub-section (1) or sub-section (2) of section 33 of the Act, an instant remedy is provided to the workman by the provisions of section 33A of the Act. In other words, where an employer has contravened the provisions of section 33, the aggrieved workman has been given the option to make a complaint in writing, to the authority before which an industrial dispute is pending, with which the aggrieved workman is concerned. The complaint of such contravention can be made not to the adjudicating authorities, but to the conciliatory authority also. If a complaint is made to a conciliatory authority, *viz.* a Conciliation Officer or a Board of Conciliation, clause (a) of section 33A of the act authorizes a Conciliation Officer or the Board to take such complaint into account in bringing about a settlement of the complained dispute. The Conciliation Officer or the Board is not empowered to adjudicate upon the dispute, which is the area of adjudicatory authorities. When a complaint is made to adjudicatory authority *viz.* Arbitrator, Labour Court, Tribunal or National Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it.

21. It has to be seen as to whether there was any contravention of the provisions of section 33 of the Act. As detailed above, the claimants raised a dispute before the Conciliation Officer on 22.8.1995. Services of the claimants were dispensed with effect from 24.1.1996 to 9.2.1996. Conciliation proceedings came to an end on 12.5.97, the date when failure report was received by the appropriate Government. Thus it is crystal clear that acts of termination of services of the claimants were violative of provisions of section 33 of the Act. Contravention of the provisions of section 33 of the Act was made during the pendency of the conciliation proceedings before the Conciliation Officer.

22. There is no quarrel on the proposition that the claimants were aggrieved by the contravention of the provisions of section 33 of the Act. Since contravention of the provisions of section 33 of the Act, during pendency of the conciliation proceedings has come over the record, now occasion arises for this Tribunal to embark upon an adjudication of the dispute contained in the complaint under reference. The dispute which was raised by the claimants before the Conciliation Officer was not connected with the dispute in respect of which there dismissal order was passed. Therefore, the management was required to move an application for approval of such an action before Conciliation Officer, as provided by the provisions of section 33(2)(b) of the Act. Admittedly no such an application for approval was moved by the management. Since the dispute, which was pending before the Conciliation Officer at the time of contravention of section 33 of the Act has been referred to this Tribunal for adjudication, hence the claimants had rightly filed this complaint before this Tribunal, as the original proceedings are pending adjudication before it. The management was under an obligation to make payment of one month notice wages and file an application for approval of its action of dismissal, as the part of the same transaction. No application for approval was moved.

23. What is the effect of non-moving an application for approval? Such proposition was taken note of by the Apex Court in Jaipur Zila Sehkari Bhoomi Vikas Bank (AIR 2002 S.C. 643) wherein it was held that it would be clear case of contravention of the proviso to section 33(2)(b) of the Act. It would be expedient to reproduce the law laid in the above precedent, which are extracted thus:

> "The proviso to Section 33(2)(b) as can be seen from its very unambiguous and clear language, is mandatory. This apart from the object of Section 33 and in the context of the proviso to Section 33(2)(b), it is obvious that the conditions contained in the said proviso are to be essentially complied with. Further any employer who contravenes the provisions of Section 33 invites a punishment under S.31(1) with imprisonment for a term which may extend to six months or with fine which may extend to Rs. 1000 or with both. This penal provision is again a pointer of the mandatory nature of the proviso to comply with the conditions stated therein. To put it in other way, the said conditions being mandatory, are to be satisfied if an order of discharge or dismissal passed under Section 33(2)(b) is to be operative, if an employer desires to take benefit of the said provision for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory obligation placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render such an order inoperative or void, defeats the very purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as unnecessary or superfluous. The proviso cannot be diluted or disobeyed by an employer. He can not disobey the mandatory provision and then say that the order of discharge or dismissal made in contravention of Section 33(2)(b) is not void or inoperative. He cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such that it should advance the legislative intent and serve the purpose for which it is made rather than to frustrate it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and unfair labour practice by the employer during the pendency of industrial dispute when the relationship between them are already strained. An employer cannot be permitted to use the provision of Section 33(2)(b) to ease out a workman without complying with the conditions contained in the said proviso for any alleged misconduct said to be unconnected with the already pending industrial dispute. The protection afforded to a workman under the said provision cannot be taken away. If it is to be held that an order of discharge or dismissal passed by the employer without complying with the requirements of the said proviso is not void or inoperative, the employer may with impunity discharge or dismiss a workman."

24. The Apex Court dealt with the situation of the withdrawal of such approval application or not making an application in the following manner:

> "The view that when no application is made or the one made is withdrawn, there is no order of refusal of such application on merit and as such the order of dismissal or discharge does not become void or inoperative unless such an order is set aside under Section 33A, cannot be accepted. In our view, not making an application under Section 33(2)(b) seeking approval or withdrawing an application once made before any order is made thereon, is a clear case of contravention of the proviso to Section 33(2)(b). An employer who does not make an application under Section 33(2)(b) or withdraws that one made, cannot be rewarded by relieving him of the statutory obligation created on him to make

such an application. If it is so done, he will be happier or more comfortable than an employer who obeys the command of law and makes an application inviting scrutiny of the authority in the matter of granting approval of the action taken by him. Adherence to and obedience of law should be obvious and necessary in a system governed by rule of law. An employer by design can avoid to make an application after dismissing or discharging an employee or file it and withdraw before any order is passed on it, on its merits, to take a position that such order is not inoperative or till it is set aside under Section 33A notwithstanding the contravention of Section 33(2)(b) proviso, driving the employee to have recourse to one or more proceeding by making a complaint under Section 33A or to raise another industrial dispute or to make a complaint under Section 31(1). Such an approach destroys the protection specifically and expressly given to an employee under the said proviso as against possible victimization, unfair labour practice or harassment because of pendency of industrial dispute so that an employee can be saved from hardship of unemployment".

25. No application under section 33(2)(b) of the Act was moved by the management, seeking approval of their acts of termination of services of the claimant. It is evident that the acts of terminating the services of the claimants are void ab initio. The claimants are deemed to be in the services of the management and orders of terminating their services are held to be nonest.

26. Claimants allege violation of provisions of section 25G of the Act. As emerge out of the said provisions, the Act permits an employer to effect retrenchment of workmen in its industrial establishment, but imposes certain conditions precedent, which are to be complied with in effecting such retrenchment. Conditions which are to be satisfied by the employer before he can claim protection under provisions of section 25G are as follows:

(i) person claiming protection under Section 25G should be a workman within the meaning of section 2(s) of the Act.

(ii) He should be a citizen of India.

(iii) Industrial establishment employing such workmen should be an industry within meaning of section 2(j) of the Act.

(iv) Workmen should belong to a particular category of workmen in that industrial establishment, and

(v) There should be no agreement between the employer and the workmen contrary to the procedure of 'last come, first go".

27. If there is agreement between the employer and the workman making exception to the rule, provisions of section 25G of the Act would not apply. Standing Orders will constitute agreement for the purpose of section 25G of the Act. Use of the word 'ordinarily' indicates that the procedure of 'first come, last go" or 'last come, first go" enacted in section 25G of the Act, should normally be adhered to. In exigencies where industry so demands, procedure can be departed from. Only requirement that the section prescribes in case of which departure from this procedure is that the employer should record reasons for this departure. Word 'category' as mentioned in section 25G means class or trade, such as turner, motor mechanic and electrician etc. Therefore, an employee who first came in a particular category of employees should go last. For departure from the rule, there should be reliable evidence, preferable in the recorded history of the workman concerned showing their inefficiency, unreliability or habitual irregularity. Whenever an employer departs from rule, it is incumbent upon him to establish that departure was justified by sound and valid reasons and he has recorded reasons in the order of retrenchment.

28. In affidavit, Ex.WW1/1 to Ex.WW1/7, claimants unfold that their juniors like Shri Dalbir Singh and S. Prasad who were recruited in 1992 were accorded temporary status and regularized in service. Only bald claims are made by them to the effect that Shri Dalbir Singh and S. Prasad were engaged as casual labours, who were given temporary status and subsequently regularised in service. Management projects that aforesaid two employees were recruited against vacant posts through employment exchange in 1990, which proposition was not dispelled. Therefore, it is evident that Shri S. Prasad and Shri Dalbir Singh were not recruited in the same category to which claimants belong. Apparently, Shri S. Prasad and Shri Dalbir Singh were not on the same pedestal on which the claimants were. Therefore, claimants had not been able to establish that the persons junior to them, in the very category in which they were engaged were retained when they were made to go. Consequently, it is clear that provisions of section 25G of the Act have not come into operation.

29. Since the management violated provisions of section 33 of the Act, claimants are ordered to be reinstated in the services of the management. Effect of reinstatement is to restore the employee to its former capacity, status and employment, as if his services had never been terminated and the employee gets benefit of continuity in service. In the absence of cogent reasons to the contrary, he should be awarded full back wages, which he would have received had he continued in service.

30. There are exceptions to this rule where the Tribunal in its discretion may deny or reduce back wages. In Gujarat Steel Tubes Ltd. 1980 (1) LLJ 137, Apex Court has ruled as follows:

> Certainly, the normal rule, on reinstatement, is full back wages since the order of termination is nonest. ...Even so, the industrial court may well slice off a part if the workmen are not wholly blameless or the strike is illegal and

unjustified. To what extent wages for the long interregnum should be paid is, therefore, a variable dependent on a complex of circumstances, but discretion is to be exercised only in extraordinary cases".

31. Relief of full back wages may be denied when that would place impossible burden on the employer. The workman directed under the award to be reinstated with back wages would not be entitled to back wages for the period during which he was gainfully employed elsewhere, because he cannot be allowed to take double advantage and take excessive amounts relying on wrongful act of his employer. In Hindustan Tin Works Ltd. [1978 (2) LLJ 474], the Apex Court reiterated that ordinarily workmen whose services have been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed. If the workman was always ready to work but he was kept away by invalid illegal act on the part of the employer, there is no justification for not awarding full back wages, which were legitimately due to him. Apex Court ruled as follows.

> "In the very nature of industry, there cannot to a straight jacket formula for awarding relief of back wages. All relevant considerations will enter the verdict. More or less, it would be a motion addressed to the discretion of the Tribunal. Full back wages would be the normal rule and the party objecting to it must establish the circumstances necessitating departure. At that stage the Tribunal will exercise its discretion keeping in view all the relevant circumstances. But the discretion must be exercised in a judicial and judicious manner".

32. When affidavit of the claimants were scanned, it came to light that none of them speak that they were not gainfully employed. There is an eerie silence in the evidence adduced by the claimants. The management had also not come forward with any evidence to project that the claimants were gainfully employed, during the period of interregnum. Thus, it is evident there is complete lack of evidence on the issue as to whether back wages should be granted to the claimants or not. Earlier Tribunal had awarded 25% of back wages to the claimants. Considering the long interregnum, I am of the considered view that reinstatement with 20% of back wages would meet ends of justice. Resultantly, an award is passed, commanding the management to reinstate the claimants in service with continuity and 20% of back wages at the rate at which they were drawing wages at the time of their termination. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Date: 31.05.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 1 जुलाई, 2013

का.आ. 1488 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमानडेन्ट, इण्डियन मिलैट्री ऐकडमी, देहरादून के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 91/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.06.2013 को प्राप्त हुआ था ।

[सं. एल-14011/08/2011-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 1st July, 2013

S.O. 1488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No.91/2011) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure in the Industrial Dispute between the Commandant, Indian Military Academy, Dehradun and their workman, which was received by the Central Government on 24.06.2013.

[No. L-14011/08/2011-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 91/2011

Shri Shrichand,
S/o Shri Ram Charan,
R/o Near Gauri Shankar Mandir,
PO-Prem Nagar,
Dehradun .....Workman

Versus

The Commandant,
Indian Military Academy,
PO-Rangar Walla, Prem Nagar,
Dehradun ....Management

AWARD

A casual labour was engaged by Indian Military Academy, Dehradun (in short the Academy) for a period of 9 days in July 1986. Thereafter, he was again engaged for a period of 6 days in September 1991. Except these two spells of engagement, the casual labour was not hired by the Academy at any point of time. However, the casual labour asserted before the Conciliation Officer that he worked with the Academy as a mali for a long period of 35 years. According to the casual

labour, his services were dispensed with in an illegal manner, in the year 2008. He raised a demand for reinstatement of his service in January 2011, but his demand was not conceded to. He approached the Conciliation Officer seeking redressal of his grievance. The Conciliation Officer called upon the authorities of the Academy, who contested the claim. As such, the conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal No.2, New Delhi, for adjudication *vide* order No.L-14011/8/2011-IR(DU), New Delhi dated 03.10.2011 with following terms:

> "Whether the action of the management of Indian Military Academy, Dehradun, in terminating the services of Shri Shrichand, Mali, with effect from 01.02.2009 is legal and justified? What relief the workman is entitled to?"

2. In the reference order, referred above, the appropriate Government commanded the claimant to file his claim statement, with complete relevant documents, list of reliance and witnesses, to the Tribunal within 15 days of receipt of the order of reference. Despite the command so given, the casual labour, namely, Shri Shrichand opted not to file his claim statement before the Tribunal.

3. Notice was issued by the Tribunal to the claimant on 16.11.2011 by registered post, calling upon him to file his claim statement on or before 15.12.2011. Neither the postal article was received back nor postal services remain affected during November 2011 to December 2011. Therefore, every presumption lies in favour or the fact that notice sent to the claimant at his residential address at 'near Gauri Shankar Mandir, PO Prem Nagar, Dehradun' was duly served upon him. Despite service of notice, claimant opted not to file his claim statement.

4. *Vide* notification No. A-11016/3/2009-CLS-II, New Delhi dated 03.04.2013, additional charge of the post of the Presiding Officer, Central Government Industrial Tribunal No. II, New Delhi, was assigned to the undersigned by the appropriate Government and thus the case reached this Tribunal for adjudication.

5. Another notice was sent to the claimant by registered post on 08.05.2013, calling upon him to file his claim statement on or before 13.06.2013. The notice was received back with the report that the claimant had expired.

6. None on behalf of the legal heirs of the deceased claimant approached this Tribunal for their substitution and to file claim statement. Thus, it is evident that the legal heirs of the deceased claimant are not interested in projecting grievances before this Tribunal. On the other hand, the Academy had filed its response before the Tribunal detailing therein that the claimant was engaged as a casual labour for a period of 9 days in July 1986 and for a period of 6 days in September 1991. Except the periods referred above, he was never engaged as a mali, as claimed by him before the Conciliation Officer. It has also been projected that since the claimant was not engaged after September 1991, there was no occasion for the Academy to dispense with his services with effect from 01.02.2009.

7. In view of the facts detailed above, it is evident that the claimant had failed to establish that he served the Academy continuously for a period of one year, as contemplated by Section 25B of the Industrial Disputes Act, 1947 (in short the Act). Since continuous service for a period of one year was not rendered by the claimant, provisions of Section 25F of the Act did not come in to protect him. When the claimant was not engaged any further after September 1991, under these circumstances, action of the Academy in not engaging him after September 1991 cannot be held to illegal or unjustified.

8. The Academy has been able to project that action of non-engagement of the claimant would not come under clouds. Resultantly, it is concluded that the claimant or his legal heirs are not entitled to any relief. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Date: June 13, 2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 3 जुलाई, 2013

का.आ. 1489 —औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार रेल कोच फैक्ट्री के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ नं. 2, के पंचाट (संदर्भ संख्या 587/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 03-07-2013 को प्राप्त हुआ था ।

[सं. एल-41012/230/2003-आई आर (बी-I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 3rd July, 2013

S.O. 1489.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No.587/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2,Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Rail Coach Factory, and their workmen, received by the Central Government on 03-07-2013.

[No. L-41012/230/2003-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present :

SRI A. K. RASTOGI, Presiding Officer.

Case No. I.D. 587/2005

Registered on 23-8-2005

Shri Jaspal Singh,
S/o Sh. Prakash Singh,
H.No. 1645, Dashmesh Nagar,
Joree Phatak, 40 Khoo,
Near Gurdwara Wali Gali ....Petitioner

Versus

The General Manager,
Rail Coach Factory,
Husswainpuri, Punjab,
Kapurthala ....Respondent

Appearances:

For the Workman : Sh. P.K. Longia Adv.

For the Management : Sh. N.K. Zakhmi Adv.

AWARD

Passed on 12-6-2013

Central Government vide Notification No. L-41012/230/2003-IR(B-I) Dated 26-2-2004, by exercising its powers under Section 10, sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

> "Whether the action of the management of Rail Coach Factory, Kapurthala in terminating the services of Sh. Jaspal Singh S/o Sh. Prakash Singh, Ex-Khalasi *w.e.f.* 29-4-1999 without any notice and without any payment of retrenchment compensation is legal and just? If not to what relief the concerned workman is entitled to any from which date?"

As per claim statement the workman was skilled helper Khalasi in the establishment of the management. He was charge-sheeted and inquiry was held on the charge of absence from duty. He was not given any fair and proper opportunity and hearing and the proceedings of the inquiry were arbitrarily recorded and concluded by the inquiring authority at its own. The workman was asked to sign the proceedings telling him only that if the charge of absence from duty is admitted it will only result into stoppage of the two increments or reduction of his pay. He was not given any opportunity of cross-examining the witnesses and the management on the basis of farced record of inquiry terminated the service of the workman *w.e.f.* 29-4-1999 without following principles of natural justice and the provisions of Section 25F and 25G of the Act. The appeal of the workman also failed. He has prayed for his reinstatement with all consequential benefits.

The claim was contested by the respondent. It was contended that the workman had been charge-sheeted for remaining unauthorized absent from duty and during the course of inquiry proceedings he has admitted his charge before the Inquiry Officer. In a properly held inquiry he was found guilty of all the charges and after due procedure and rules penalty of removal from service was imposed on him by the competent authority on 29-4-1999. The workman had preferred an appeal which had been considered and rejected by the appellate authority. The action of the disciplinary authority and the appellate authority is legal, just, proper and in accordance with law. The workman was a habitual absconder. He had been given a number of opportunities to improve himself by treating his earlier cases in a lenient manner. He had been rightly punished for the misconduct committed by him.

A replication was filed by the workman to reiterate his case.

In evidence the workman examined himself and on behalf of the management N.R. Jatav, Works Manager was examined.

I have heard the learned counsel for the parties and also gone through the written arguments filed by the parties. The entire thrust of the arguments of the workman is that the enquiry proceedings were not fair and proper and reasonable opportunity of hearing has not been given to the workman hence, the reference be decided in his favour. But it is important to note that the reference is about the termination of the service of the workman without any notice and without any payment of retrenchment compensation and not about removal from service after inquiry. The learned counsel for the management has therefore rightly argued that as the action of the management does not amount to retrenchment and the workman has been removed from service after inquiry, hence the reference does not require any consideration.

I am of the view that the claim does not fall within the purview of the reference. The inquiry, its fairness, proprietary and adequacy of punishment awarded to the workman is not within the ambit of reference. No question of termination of workman without any notice and payment of retrenchment compensation is involved in the case; hence, the reference is answered against the workman. Let hard and soft copies be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 3 जुलाई, 2013

का.आ. 1490 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ नं. 2, के पंचाट (संदर्भ संख्या 1149/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-07-2013 को प्राप्त हुआ था ।

[सं. एल-12012/3/2003-आई आर (बी-I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 3rd July, 2013

S.O. 1490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No.1149/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workman, received by the Central Government on 03-07-2013.

[No. L-12012/3/2003-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present :

SRI A.K. RASTOGI, Presiding Officer

Case No. I.D. 1149/2005

Registered on 23-9-2005

Sh. R.N. Saini,
C/o Sh. J. G. Verma,
General Secretary,
State Bank of India Staff
Congress, 3030/1,
Sector 44-D, Chandigarh ...Petitioner

Versus

The Assistant General
Manager, (Region-II),
State Bank of India,
Z.O. Haryana, Sector 8C,
Chandigarh ....Respondent

Appearances:

For the Workman : Sh. Naveen Daryal Adv.

For the Management : Sh. N.K. Zakhmi Adv.

AWARD

Passed on 13-5-2013

Central Government vide Order No. L-12012/3/2003 IR(B-I) Dated 13-5-2003, by exercising its powers under Section 10, sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to the Tribunal:—

> "Whether the action of the management of State Bank of India in removing Sh. R. N. Saini, Ex-Clerk from service without following the proper procedure during the enquiry, is justified? If not, what relief the concerned workman is entitled to and from which date?"

Charge-sheet Annexure 'A' of the written statement of the respondent, reveals that the workman posted as Assistant Cash in Thurana Branch of the Bank, had allegedly committed misconduct during the period from March 1997 to May 1998 in respect of 27 Saving Bank Accounts of the branch.

As per claim statement the respondent bank had discovered certain mistakes and cuttings in the vouchers which had been received at the cash counter manned by the workman and on the basis of such cuttings and changes the bank called for the written complaints from the concerned customers about the delayed deposit by the workman of the amount shown against different names; and charge-sheeted the workman. The bank also lodged an FIR with the police. The bank charge-sheeted the workman and on the denial of the allegations by the workman conducted an inquiry. During the inquiry certain documents were produced without providing their copies to the workman. No witness was examined and no other evidence was produced and the principles of natural justice were violated with impunity. None of the account holders was examined. Yet the Inquiry Officer held the charges proved. The workman had produced the certified copies of the statements of all the depositors which they had made in the criminal case but the Inquiry Officer did not consider those statements. The findings of the Inquiry Officer were not based on any legal evidence. According to the workman the inquiry is liable to be quashed.

He has prayed for setting aside the punishment of removal and for his reinstatement with full back wages and consequential relief.

The claim was contested by the management and it was alleged that during the relevant period the workman had accepted cash amounting to Rs. 2,12,850 from various depositors of the branch and had made entries in the passbooks but did not deposit the cash in the bank's book on material dates. Instead he deposited the amount in bank's books at later dates in some of the cases even after

2-3 month. He has thus misappropriated the funds and tarnished the bank's image. The workman had been charge-sheeted and his explanation had been called. The workman denied the charges. His explanation was not found satisfactory. Hence a departmental inquiry was ordered. The inquiry was conducted in a very fair manner giving the workman an ample opportunity of being heard. All the documents produced and relied on by the management during the course of inquiry were made available to the workman and principles of natural justice were followed. The documents submitted by the management were sufficient to prove the charge and it was not necessary to examine the account-holders. The Inquiry Officer found the workman guilty on all the charges. The disciplinary authority after considering the inquiry report awarded the punishment of removal from service after serving a show cause notice on the workman. The workman had preferred an appeal against the order of disciplinary authority but that also failed. In the last the management prayed that in case the department inquiry is not found in order for any reason then the management be afforded an opportunity to lead evidence to prove the charges or to hold the inquiry/disciplinary action from the stage at which any infirmity is observed.

As the fairness of the inquiry had been challenged by the workman hence, the Tribunal proceeded first to examine whether the inquiry was conducted in a fair and proper manner and after hearing the parties the Tribunal came to the conclusion that inquiry held was not fair and therefore quashed it vide order dated 21.9.2006 and management was given the opportunity to prove the charges.

Management examined Prem Singh who was cashier at the relevant time. Management also produced the copy of scroll book of 18.5.1998 and of pay-in-slips of the same date relating to seven different accounts. The witness Prem Singh had brought the original of these copies and proved the copies. The witness also produced original passbooks and ledger sheets of the aforesaid seven accounts and filed the original complaints of account holders Baljit Singh and Telu Ram.

In defence the workman filed a certified copy of judgment in Criminal Case No. 15-1 of 1990 State Vs. Ram Niwas under Section 406, 409 and 420 of IPC marked 'A' and copy of the statement of Prem Singh in the criminal case marked 'B'.

I have heard the learned counsel for the parties and have gone through the evidence on record. As it was held by the Supreme Court in Geeta Kaplish Vs. Presiding Officer Labour Court (1999) 1 SCC 517 "as and when the inquiry held by the employer is found to be unfair and improper the employer has a right to establish the justification and fairness of the action taken to punish its employee by leading fresh evidence. Once such permission is granted, the evidence on the inquiry file cannot be read to justify that amount again."

Hence only the evidence adduced by the parties before the Tribunal is to be considered and on the basis of that evidence it is to be seen whether charges against the workman had been proved or not.

The learned counsel for management submitted that from the documents produced by the management it is proved that the workman had received the amounts from the customers in the seven accounts but did not deposit the same in the bank the same day and the amount of all these accounts were deposited by him in the bank on 18.5.1998. The original passbooks and ledger sheets of the seven accounts have been filed. As per entries in the passbooks the amounts detailed below had been deposited by the customer in the respective accounts on the dates mentioned against their names.

Sl. No.	Customer Name	Account Number	Amount deposited	Date of Deposit
1.	Telu Ram	SB A/c 1115	Rs. 7500	4.5.1998
2.	Baljit Singh	SB A/c 2652	Rs. 10,000	5.5.1998
3.	Ram Chand	SB A/c 507	Rs. 15,000	March 1998
4.	Vijay Kumar	SB A/c 1557	Rs. 8,500	31.3.1998
5.	Shakuntla Devi	SB A/c 1/157	Rs. 28,000	May 1998
6.	Kalawati	R.D. A/c 36/ 13/675	Rs. 2,500	October 1997
7.	Jagdish	R.D. A/c 36/ 13/674	Rs. 2,500	October 1997

As per statement of management-witness Prem Singh and as per scroll roll the aforesaid amount of the related accounts was deposited by workman with the management-witness on 18.5.1998 with pay-in-slips-the copies whereof are MW1/2 to MW1/8. The witness has produced the complaint of Baljit Singh and Telu Ram which were marked as Exhibit MW1/23 and Exhibit MW1/24. The argument of the learned counsel for management is that from the entries in the bank record it is clear that the workman did not deposit the amount of customers on the date when it was deposited by customers with him but subsequently on 18.5.1998 and from the bank records the charge of misconduct is proved against the workman and there is no necessity to examine any account holders or lead any oral evidence.

The learned counsel for the workman argued that the best evidence of the deposits by the customer was the evidence of the customers themselves. Only they could have proved that on what date they had deposited the

amount and with whom. The passbook remains with the account-holders. Only they could have told about the maker of the disputed entries. From the entries themselves it cannot be said that the deposits had been made on the dates shown in the passbooks. It may be noted that pay-in-slips produced by the management does not support the entries regarding dates in the passbook. All the pay-in-slips are dated 18.5.1998 the date on which the amount was deposited with the management-witness. The learned counsel for workman had disputed the authenticity of the entry in the scroll sheet which is in the handwriting of the management-witness Prem Singh and also of the note against the entries made by the management-witness that the amount was deposited by the workman. The learned counsel pointed out that the note is not signed by the workman and there is no other evidence that the workman had deposited the amount.

I find sufficient force in the argument of the learned counsel for the workman. The learned counsel also argued that from the judgment Mark 'A' of the Court in Criminal Case No. 15-1 of 1999 State Vs. Ram Niwas it is clear that some of the depositors examined in the case had not supported the prosecution version. The learned counsel argued that it is for this reason that the depositors were not produced in evidence in this Tribunal.

The question is what standard of proof is required in a Tribunal to prove a charge of misconduct? In Nand Kishore Vs. State of Bihar AIR 1978 (3) SCC 366 the Hon'ble Supreme Court held that the disciplinary proceedings before a domestic Tribunal are of quasi-judicial character and, therefore, it is necessary that the Tribunal should arrive at the conclusions on the basis of some evidence, that is to say, such evidence which, and, that too, with some degree of definiteness, points to the guilt of the delinquent and does not leave the matter in a suspicious state as mere suspicion cannot take the place of proof even in domestic enquiries.

I am of the view that the same standard of proof is required in the proceedings before adjudicatory bodies under the Industrial Disputes Act. In the present case only the depositors could have proved the date of their deposits as shown in the passbooks. Entries in passbooks cannot be accepted as a proof of the date of deposits. I do not agree with the learned counsel for the management that under the Bankers' Books Evidence Act the presumption of correctness may be made in respect of the entries in the passbook.

It may be noted that Section 4 of the said Act provides that a certified copy of any entry in a 'Bankers' Book' shall in all legal proceedings be received as prima facie evidence of the existence of such entry and shall be admitted as evidence of the matters, transactions and accounts therein recorded in every case where, and to the same extent as, to original entry itself is now by law admissible, but not further or otherwise.

And, as per definition clause Section 2(3) "Bankers' Book" include ledgers, books, cash-books, account books and all other books used in the ordinary business of a bank.

It is thus clear that passbook is not included in "Bankers' Books". From the pay-in-slips Exhibit MW1/2 to Exhibit MW1/8 it appears that the deposits had been made on 18.5.1998 itself and as per scroll sheets the amount was deposited with the management-witness Prem Singh the same day. It is not the management case that pay-in-slips are forged. Therefore even if the cash had been received by the workman from the depositors and it was he who had deposited the amount with the cashier management-witness Prem Singh as alleged by the management, there is no case of embezzlement by the workman.

On the basis of the above going discussion. I am therefore of the view that the charges against the workman are not proved. It may be noted that in the charge-sheet there are allegations of misconduct regarding 27 accounts but the evidence was given for seven accounts only and the evidence is not sufficient to prove the misconduct about the said seven accounts even. I therefore hold that the action of the management of SBI in removing the workman from service is not justified. The punishment order of the disciplinary authority and of appellate authority is set aside and the management is directed to allow the workman join the duty within one month from the publication of the award. The workman is entitled to the continuity of service and back wages also. Reference is accordingly answered against the management. Hard copy and soft copy of the Award be sent to the Central Government and one copy of the award be sent to the District Judge Chandigarh for information and further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 8 जुलाई, 2013

का.आ. 1491 —कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाए जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाए जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

"आन्ध्र प्रदेश राज्य के नेल्लूर जिले के कवली मण्डल में कवली कसबा (नगरनिगम) की सीमा में आने वाले सभी क्षेत्र तथा मड्डूरूपाडु, अनेमाडुगु, मन्नेगीडिन्ने, तल्लापालेम, मुसुनूर, बुडमगुण्टा के राजस्व गांवों के अंतर्गत आने वाले क्षेत्र"।

[सं. एस-38013/46/2013-एस एस-I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 8th July, 2013

S.O. 1491.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

"All the areas falling in the Kavali Town (Municipality) of Kavali Mandal and all the areas falling under Revenue Villages of Maddurupadu, Anemadugu, Mannegidinne, Tallapalem, Musunur, Budamgunta, of Kavali Mandal in Nellore district of Andhra Pradesh."

[No. S-38013/46/2013-SS-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 8 जुलाई, 2013

का.आ. 1492 .—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

''जिला रायगडा की कोलनारा तहसील में ढेपागुडा के राजस्व गांव''।

[सं. एस-38013/47/2013-एस एस -I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 8th July, 2013

S.O. 1492.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section) (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Odisha namely:—

"The areas Comprising of the Revenue Villages Dhepaguda in the Tahsil of Kolnara in the district of Rayagada."

[No. S-38013/47/2013-SS-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 11 जुलाई, 2013

का.आ. 1493 —कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध झारखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्रम सं.	राजस्व ग्राम का नाम	थाना नं.	अंचल कार्यालय	जिला
1.	रतनपुर, रघुनाथपुर	15	कान्ड्रा	सरायकेला-खरसवाँ
2.	खुचुडीह	194	कान्ड्रा	सरायकेला-खरसवाँ
3.	कान्ड्रा	45	कान्ड्रा	सरायकेला-खरसवाँ
4.	टिलोपाडा	30	कान्ड्रा	सरायकेला-खरसवाँ
5.	बाकीपुर	29	कान्ड्रा	सरायकेला-खरसवाँ
6.	पदमपुर	47	कान्ड्रा	सरायकेला-खरसवाँ

[सं. एस-38013/48/2013-एस एस-I]

एच. के. गांधी, अवर सचिव

New Delhi, the 11th July, 2013

S.O. 1493.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013, as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section) (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Jharkhand namely:—

Sr. No.	Name of Rev. Village	No. of Rev. Thana	Name of circle office	District
1	2	3	4	5
1.	Ratanpur, Raghunathpur	15	Kandra	Saraikella-Kharsawan
2.	Khuchidih	194	Katiya	Saraikella-Kharsawan
3.	Kandra	45	Kandra	Saraikella-Kharsawan

1	2	3	4	5
4.	Tilopada	30	Kandra	Saraikella-Kharsawan
5.	Bakipur	29	Kandra	Saraikella-Kharsawan
6.	Padampur	47	Kandra	Saraikella-Kharsawan

[No. S-38013/48/2013-SS-I]

H. K. GANDHI, Under Secy.

नई दिल्ली, 11 जुलाई, 2013

का.आ. 1494.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा 77,78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

केन्द्र	निम्न क्षेत्र के अंतर्गत आने वाले राजस्व गांव
सेतुर राजापालयम तालुक विरूदुनगर जिला	1 सेतुर

[सं॰ एस-38013/49/2013-एसएस-I]

एच. के. गांधी, अवर सचिव

New Delhi, the 11th July, 2013

S.O. 1494.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (Except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely:—

Centre	**Area Comprising the Revenue Villages of**
Sethur Rajapalyam Taluk, Virudhunagar District.	1. Sethur

[No. S-38013/49/2013-SS-I]

H. K. GANDHI, Under Secy.

नई दिल्ली, 11 जुलाई, 2013

का.आ. 1495.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पश्चिम बंगाल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे:-

क्रं॰	राजस्व क्षेत्रों मौजा के नाम	जे॰ एल॰ संख्या	नगर पालिकाओं/ग्राम पंचायत के नाम	जिलें के नाम
1.	रांगामाटी	150	मिदनापूर नगर पालिका	मिदनापूर (प॰)
2.	तांतिगेरिया	151	-वही-	-वही-
3.	केरानीटोला	171	-वही-	-वही-
4.	शेखपूरा	172	-वही-	-वही-
5.	मियाबाजार	173	-वही-	-वही-
6.	बल्लवपूर	183	-वही-	-वही-
7.	होसनाबाद	200	पंचखुरी-I ग्राम प्रचायत	-वही-
8.	पंचखुरी	241	-वही-	-वही-

[सं. एस-38013/50/2013-एस.एस. I]

एच. के. गांधी, अवर सचिव

New Delhi, the 11th July, 2013

S.O. 1495.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013 as the date of which the provisions of Chapter IV (Except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have alredy been brought into force) of the said Act shall come into force in the following areas in the State of West bengal namely:—

Sl. No.	Name of Revenue Area/ Mouza	J.L. No.	Name of Municipality/ Gram Panchayat	Name of District
1	2	3	4	5
1.	Rangamati	150	Midnapore Municipality	Midnapore (West)
2.	Tantigeria	151	-do-	-do-

1	2	3	4	5
3.	Keranitola	171	-do-	`-do-
4.	Sekhpura	172	-do-	-do-
5.	Miabazar	173	-do-	-do-
6.	Ballavpur	183	-do-	-do-
7.	Hosnabad	200	Panchkhuri I Gram Panchayat	-do-
8.	Panchkhuri	241	-do-	-do-

[No. S-38013/50/2013-SS-I]

H. K. GANDHI, Under Secy.

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1496 —केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **सेंट्रल कॉटेज इंडस्ट्रीज कार्पोरेशन ऑफ इंडिया लिमिटेड** के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, 19-07-2013 से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:–

(1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;

(3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने/स्थापना का नियोजक उस अवधि के बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

(5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टयों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चत करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:–

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वत: रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/17/2013-एस.एस. I]

हर्ष कुमार गांधी, अवर सचिव

New Delhi, the 18th July, 2013

S.O. 1496.— In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Central Cottage Industries

Corporation of India Limited from the operation of the said Act. The exemption shall be effective with effect from 19.07.2013 for a period of one year.

2. The above exemption is subject to the following conditions namely:—

(1) The aforesaid esablishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';

(2) Not withstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:—

(i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment corporatiza-tion, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/17/2013-SS-I]

H. K. GANDHI, Under Secy.

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1497 —कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 अगस्त, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उपधारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे:-

क्र॰ सं॰	राजस्व ग्राम का नाम	होबली	तालुक	जिला
1	नागनहल्ली पन्चायत्	कसबा	मैसूर	मैसूर

[सं॰ एस-38013/51/2013-एसएस-I]

हर्ष कुमार गांधी, अवर सचिव

New Delhi, the 18th July, 2013

S.O. 1497.—In exercise of the power conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45

which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Karnataka namely:—

Sl. No.	Name of the Revenue village or Municipal Limits	Hobli	Taluk	District
1.	Naganahally Panchayat Limits	Kasaba	Mysore	Mysore

[No. S-38013/51/2013-SS-I]

H. K. GANDHI, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 18 जुलाई, 2013

का.आ. 1498 .—भारत के राजपत्र संख्या 7, भाग-II, खंड-3 उप-खण्ड (ii), दिनांक 01 फरवरी, 2012 में प्रकाशित इस कार्यालय की समसंख्यक अधिसूचना दिनांक 01 फरवरी, 2012 (का॰आ॰ 702) के पृष्ठ संख्या 1572 की 10वीं पंक्ति में ''चिकुर'' शब्द को ''चिल्कुर'' पढ़ा जाए।

[सं. एस-38013/04/2012-एसएस-I]

हर्ष कुमार गांधी, अवर सचिव

CORRIGENDUM

New Delhi, the 18th July, 2013

S.O. 1498.—In this Ministry notification of even number dated 1st February, 2012 (S.O. No. 702), published in the Gazette of India No. 7, Part-II, Section-3, Sub-Section (ii) dated 1st February, 2012 at page number 1572, in 13th line, the words "Chikur" may be read as "Chilkur".

[No. S-38013/04/2012-SS-I]

H. K. GANDHI, Under Secy.

नई दिल्ली, 26 जुलाई, 2013

का आ 1499 .—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रोसेस-कम-प्रोडेक्ट डेवलपमेंट सेंटर, मेरठ के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट इस अधि ासूचना के जारी होने की तिथि से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:–

(1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;

(3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

(5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टयों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें और ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वत: रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतू सूचित सरकार की अनुमति लेनी होगी।

[सं॰ एस-38014/5/2012-एसएस-I]

सुभाष कुमार, अवर सचिव

New Delhi, the 26th July, 2013

S.O. 1499.— In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments Process-cum-Product Development Centre, Meerut from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:-

(1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';

(2) Not withstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of—

(i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employers in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act, or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to his such information as he may consider necessary; or

(c) examine the prinicipal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/5/2012-SS-I]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2013

का.आ. 1500 .—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **सेमी-कन्डक्टर लेबोरेट्री, एस॰ए॰एस॰ नगर (पंजाब)** के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तिथि से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

(1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;

(3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देना अपेक्षित होती थीं;

(5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टयों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें और ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वत: रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/9/2012-एसएस-I]

सुभाष कुमार, अवर सचिव

New Delhi, the 26th July, 2013

S.O. 1500.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/

establishments Semi-Conductor Laboratory, S.A.S. Nagar (Punjab) from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:-

(1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';

(2) Not withstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950.

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:-

(i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to his such information as he may consider necessary; or

(c) examine the prinicipal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an empoyee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/9/2012-SS-I]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2013

का.आ. 1501.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए **सेंट्रल टूल रूम, लुधियाना** के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट इस अधिसूचना के जारी होने की तिथि से एक वर्ष की अवधि के लिए लागू रहेगी।

4. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

(1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;

(3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम

(जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

(5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

(i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टयों को सत्यापित करने के प्रयोजनार्थ; अथवा

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें और ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वत: रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतू समुचित सरकार की अनुमति लेनी होगी।

[सं॰ एस-38014/6/2012-एसएस-I]

सुभाष कुमार, अवर सचिव

New Delhi, the 26th July, 2013

S.O. 1501.— In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments Central Tool, Room, Ludhiana from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:-

(1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';

(2) Not withstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(3) The contributions for the exempted period, if already paid, shall not be refundable;

(4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:-

(i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employers in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to his such information as he may consider necessary; or

(c) examine the prinicipal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an empoyee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/6/2012-SS-I]

SUBHASH KUMAR, Under Secy.

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